



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2018-BDAS-11-RESID

FOR

Residential Adolescent
Substance Use Disorder Treatment Services



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals from qualified vendors to enter into a lease agreement to occupy space that is currently unoccupied at the Sununu Youth Services Center located at 1056 River Road, in Manchester NH, in order to operationalize a 36-bed residential substance use disorder treatment center for adolescents ages twelve (12) to eighteen (18) years.

The space is separate from the remainder of the Sununu Youth Services Center and its population and includes a new entrance and parking. The space will be available for a walkthrough, as specified in Section 6, in order for vendors to have the opportunity to tour the facility.

The selected vendor must have the ability to begin providing residential services no later than July 1, 2018.

Qualified vendors include:

- Vendors with demonstrated experience providing residential substance use disorders treatment services to individuals ages twelve (12) to eighteen (18) years, including Medicaid-eligible adolescents. Experience in outpatient services is beneficial.
- Vendors who have the ability to provide Inpatient Residential Treatment Services beginning July 1, 2018 that include both Low and Medium Intensity Residential Treatment.
- Vendors who are willing and able to enroll with and bill for Medicaid, commercial insurance, and other third party payers.

The selected vendor must agree to bill Medicaid and to operate the 36 beds in conformity with the terms and conditions of the resulting contract and any waiver obtained by the state (See Section 2.2 for more information regarding waivers).

The Department recognizes that the selected vendor may choose to use subcontractors with greater expertise to perform certain services and/or functions for efficiency or convenience. (See Section 6.9 and Section 7.3.5 for detailed requirements should the selected vendor use subcontractors).



1.2. Request for Proposal Terminology

Adolescent(s): Adolescents are defined as individuals under the age of eighteen (18) and over the age of twelve (12)

American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>

American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>

BDAS: Bureau of Drug and Alcohol Services

Business Days: Business days in this RFP means Monday through Friday and do not include State observed holidays and weekends (Saturday and Sunday). State Holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

Calendar Days: Calendar days in this RFP refers Monday through Sunday, including State observed holidays. State Holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

CDC: Centers for Disease Control

Charitable Choice: Charitable Choice is the general name used to refer to several areas within Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice refers to a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds under this law. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain a religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance use disorder treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

<http://www.samhsa.gov/faith-based-initiatives/about>

CHC: Community Health Center

Client: a potential or admitted adolescent of the residential substance use



disorder program

Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

Closed Loop Referrals: Closed Loop referrals describe well-functioning, coordinated healthcare delivery; where clinical information flows from medical referral (referring clinician) to recipient system (recipient clinician). This allows the recipient clinician to know pertinent information about the patient being referred and the recipient clinician then can let the referring clinician know of opinions and recommendations resulting from the referral.

DHHS: Department of Health and Human Services

DSM 5: Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition

EHR: Electronic Health Records

Evidence-Based Practice (EBP): EBP is the integration of clinical expertise, patient values, and the best research evidence into the decision making process for patient care. <http://guides.mclibrary.duke.edu/c.php?g=158201&p=1036021>

Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Infectious disease: Any disease caused by the growth of microorganisms in the body, which may or may not be contagious.

Integrated Delivery Networks (IDNs) - Integrated Delivery Networks are coalitions of behavioral health and other health care and community provider organizations. They serve all Medicaid beneficiaries, whether they are enrolled in a Medicaid managed care plan or remain in the Medicaid fee-for-service system (FFS). Integrated Delivery Networks help the state to:

- Integrate physical and behavioral health for the whole person care
- Expand capacity to address behavioral health issues in appropriate settings
- Develop new expertise to address the current crises
- Reduce gaps in care during transitions through improved care coordination

The state views this demonstration as a vital next-step in behavioral health reformation post-Medicaid expansion under the Affordable Care Act (ACA).



Institutions for Mental Diseases (IMD)- Institutions for Mental Diseases (IMD) means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental diseases, including medical attention, nursing care and related services (42 CFR 435.1010).

Institutions for Mental Diseases Exclusion- (IMD Exclusion) The IMD exclusion is found in section 1905(a)(B) of the Social Security Act, which prohibit Medicaid payments for services provided to any individual who is under 65 years of age and who is a patient in an IMD unless the payment is for inpatient psychiatric services for individuals under twenty-one (21) years of age.

Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

Licensed Counselor: A licensed counselor is defined as a Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC), or a licensed mental health professional who has demonstrated competency in the treatment of substance use disorders.

Licensed Supervisor: A Licensed Supervisor is defined as a Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC) who is also a Licensed Clinical Supervisor (LCS), or a licensed mental health professional who has demonstrated competency in the treatment of substance use disorders.

NOMS: National Outcomes Measures

PCP: Primary Care Provider

PHI: Personal Health Information

Recovery Support Services (RSS): RSS are services that remove barriers to a client's participation treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

Regional Access Point (RAP) Regional Access Points are services funded by the Department for the purpose of aiding in real-time access to substance use disorder services, including provision of clinical evaluations, assistance with insurance enrollment, and rapid referral to treatment.

Regional Public Health Networks (RPHN): RPHN refer to the thirteen (13) partnerships with agencies in New Hampshire used for public health planning and the delivery of selected public health services (<http://nhphn.org>).

Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New



Hampshire, this is operationalized by the Continuum of Care model. More information can be found at: <http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>

RFP – Request for Proposals. Request for Proposals are an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

SAMHSA: Substance Abuse and Mental Health Services Administration

Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens with the probability of having a substance use disorder, then a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

SMART Goals: SMART is an acronym, giving criteria to guide in the setting of goals and objectives. SMART represents goals that are Specific, Measurable, Achievable, Relevant, and Time-bound

State Fiscal Year (SFY): State Fiscal Year is a period beginning July 1 and ending June 30.

State Youth Treatment - Planning (SYT-P) Strategic Plan– The State's strategic plan to increase access to evidence-based screening, assessment, treatment, and recovery supports for adolescents and young adults with substance use disorders and/or co-occurring substance use and mental health disorders.

Substance Use Disorders (SUD): Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

Substance Use Disorder Treatment: Substance Use Disorder Treatment Services are services to treat substance use disorders and are delivered at varying levels of care defined by the American Society of Addiction Medicine in many different settings.

Web Information Technology System (WITS): WITS refers to a secure, 24/7 accessible web-based electronic health records system for the purpose of storing client demographic information and personal health information. Contracted treatment providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.



1.3. Contract Period

The Contract resulting from this RFP will be effective upon Governor & Executive Council approval through June 30, 2022 with residential treatment services active and enabled no later than July 1, 2018.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS, Bureau of Drug and Alcohol Services

- 2.1.1. The Department's mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Bureau of Drug and Alcohol Services contributes to this mission, in part, by providing resources that deliver an array of substance use disorder (SUD) treatment services through a variety of providers.
- 2.1.2. Substance Use Disorder and Treatment and Recovery Support Services are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2016 the State of New Hampshire experienced four hundred eighty-five (485) deaths from drug overdoses and the Office of the Chief Medical Examiner reports 395 deaths through January 23, 2018 with 90 cases still pending.
- 2.1.3. Currently, the State of NH does not have the capacity to meet the demand for adolescents in need of residential substance use disorder treatment services. The selected vendor must ensure services are available and provide those services in an effective manner to help mitigate negative impacts of substance use, including but not limited to the current opioid epidemic and associated overdoses.
- 2.1.4. In order to address the critical substance use disorder treatment needs of youth and adolescents, the Department is seeking a vendor to assist in enhancing the residential Substance Use Treatment options for adolescents in New Hampshire. This residential treatment option will align with the Resiliency and Recovery Oriented Systems of Care (RROSC) through the Continuum of Care model and that engage adolescents, youth and their families that align with System of Care as outlined in RSA 135-F. The longer term vision of the Department includes a potential option of outpatient substance use disorder services for adolescents being offered at another location on the SYSC campus. However, these services are not being sought at this time.



2.2. Results

- 2.2.1. It is critical that adolescent treatment capacity expands in order to meet the state's needs, and to address the substance use disorder crisis facing New Hampshire.
- 2.2.2. At present, the State is experiencing an increase in need for Substance Use Disorder Treatment and Recovery Support Services for adolescents. This service gap was recognized by the NH Legislature in 2017 and is being addressed through the passage of HB517, which required the development of adolescent treatment for substance use disorders at the Sununu Youth Services Center. Pursuant to RSA 169-B:19,II (b), eligibility for these services will be limited to youth under 18 years old who are screened using American Society for Addiction Medicine (ASAM) Criteria, and the admission of some youth will require prior permission of the court. It is expected that individuals that meet this eligibility will have increased access to critical substance use disorder treatment and better chances at sustained recovery as a result.
- 2.2.3. The Department has remodeled the excess building capacity at SYSC to accommodate a maximum of thirty-six (36) adolescents for residential treatment services. The Department is requiring the selected vendor to have the ability to provide residential services to a minimum of sixteen (16) adolescents beginning on July 1, 2018.
- 2.2.4. The Medicaid Institutions for Mental Diseases (IMD) exclusion prohibits the use of federal Medicaid financing for care provided to certain Medicaid patients in mental health and substance use disorder residential treatment facilities larger than 16 beds, defined as IMDs. The Department is currently applying for a waiver to allow New Hampshire to provide Medicaid payments for individuals receiving substance use disorder (SUD) services in an Institution of Mental Disease (IMD). The Department expects that the waiver will be approved by July 1, 2018.

3. STATEMENT OF WORK

3.1. Covered Populations

Individuals with substance use disorders who are less than eighteen (18) years of age, as follows:

- 3.1.1. Adolescents ages twelve (12) to eighteen (18) years for residential treatment.
- 3.1.2. The selected vendor shall not deny services to an adolescent due to:
 - 3.1.2.1. The parent's inability and/or unwillingness to pay the fee;
 - 3.1.2.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.



- 3.1.2.3. The client having previously left treatment against the advice of staff;
- 3.1.2.4. The client having relapsed from an earlier treatment;
- 3.1.2.5. The client being on any class of medications, including, but not limited to opiates or benzodiazepines; or
- 3.1.2.6. The client having been diagnosed with a mental health disorder.
- 3.1.3. The selected vendor must receive permission of the court for any youth requiring such permission prior to admittance to the program.
- 3.1.4. The selected vendor must provide services to eligible clients who:
 - 3.1.4.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 3.1.4.2. Have co-occurring mental health disorders; and/or
 - 3.1.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 3.1.5. The selected vendor must assist pregnant adolescents when unable to admit pregnant adolescents for the needed level of care within twenty-four (24) hours by providing interim services until the appropriate level of care becomes available that shall include referral to outpatient services and local regional access point services.
- 3.1.6. The selected vendor must work to meet the needs of clients requiring Americans with Disabilities Act (ADA) accommodations; including, but not limited to:
 - 3.1.6.1. Accessing available program provided services, such as group therapy sessions; and
 - 3.1.6.2. Ensuring clients understand facility limitations.
- 3.1.7. The selected vendor must obtain consent from individuals receiving services prior to providing services, for individuals whose age is 12 years and older.

3.2. Scope of Services

3.2.1. Services Implementation Timeline

- 3.2.1.1. The selected vendor must provide residential substance use disorder treatment to individuals who are between twelve (12) and eighteen (18) years of age. Residential treatment services must be provided beginning on July 1, 2018.
- 3.2.1.2. The selected vendor must have the ability to accept no fewer than sixteen (16) adolescents for residential treatment services on July 1, 2018.
- 3.2.1.3. Vendors must submit a plan to The Department to accept an



additional 20 adolescents for residential treatment services within thirty (30) days following issuance of the SUD/IMD Waiver from CMS, or August 1, 2018, whichever is latest, to allow the thirty-six (36) bed capacity.

Q1. Provide your proposed plan to implement services using SMART goals. Include a proposed timeline with benchmarks that phases in all services including, but not limited to, the original 16 beds, the additional 20 beds. Identify the number of adolescents that will be served through the proposed plan, annually.

3.2.2. Treatment and Engagement Approaches

- 3.2.2.1. The selected vendor must ensure adolescents receiving services are served with treatment and engagement approaches that are adolescent oriented and adolescent driven, aligning with the System of Care values and principles as described in RSA 135-F.
- 3.2.2.2. The selected vendor must provide a full array of Substance Use Disorder Treatment and Recovery Support Services to all eligible clients in order to support the Department's effort to transform to a Resiliency and Recovery Oriented Systems of Care (RROSC). (See Section 1.2 for more information.)The selected vendor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 3.2.2.3. RROSC supports person-centered and self-directed approaches to care that focus and build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. Additionally, the selected vendor must ensure clients are able to move seamlessly between levels of care. At a minimum, the selected vendor must:
 - 3.2.2.3.1. Inform the Integrated Delivery Network(s) (IDNs) of services available at the Residential Adolescent Substance Use Disorder Treatment facility in order to align this work with IDN projects that may be similar or impact the same populations.
 - 3.2.2.3.2. Coordinate client services with other community service providers involved in the client's care and the client's support network.
 - 3.2.2.3.3. Work with the Department to align treatment services associated with the State Youth



Treatment – Planning (SYT-P) Strategic Plan
(See Appendix G, State Youth Treatment –
Planning (SYT-P) Strategic Plan).

- 3.2.2.3.4. Be sensitive and relevant to the diversity of the clients being served.
- 3.2.2.3.5. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 3.2.2.4. All services provided by the selected vendor must include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013.
- 3.2.2.5. The selected vendor must complete a clinical evaluation, for each client:
 - 3.2.2.5.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 3.2.2.5.2. During treatment only when determined by a licensed clinician.
- 3.2.2.6. The selected vendor must use the clinical evaluations completed by a licensed counselor from a referring agency.
- 3.2.2.7. The selected vendor must provide Crisis Services to existing residential clients and/or their parents or legal guardians as follows:
 - 3.2.2.7.1. Provide Crisis Services, during normal business hours that:
 - 3.2.2.7.1.1. Assist individuals in addressing a current crisis related to their and/or their family member's substance use disorder;
 - 3.2.2.7.1.2. Refer clients to resources in the client's service area as appropriate; and
 - 3.2.2.7.1.3. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
 - 3.2.2.7.2. Provide encounter notes in the client's health record.



- 3.2.2.7.3. Provide sufficient staffing to provide Crisis Services as described above, minimally, during normal business hours defined as 8 am to 5 pm, Monday through Friday.
- 3.2.2.7.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 3.2.2.8. The selected vendor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
 - 3.2.2.8.1. Enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program within fourteen (14) days after intake. (Additional information about the New Hampshire Health Protection Program can be found online, at the NH DHHS website: <https://www.dhhs.nh.gov/ombp/nhhpp/>)
- 3.2.2.9. No medications, including physician samples, will be administered except by a licensed medical practitioner working within their scope of practice.
- 3.2.2.10. All medications must be kept in a storage area that is:
 - 3.2.2.10.1. Locked and accessible only to authorized personnel;
 - 3.2.2.10.2. Organized to ensure correct identification of each client's medication(s);
 - 3.2.2.10.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 3.2.2.10.4. Equipped to maintain medication at the proper temperature;
- 3.2.2.11. All prescription medications brought by a client to program must be in their original containers and legibly display:
 - 3.2.2.11.1. The client's name;
 - 3.2.2.11.2. The medication name and strength;
 - 3.2.2.11.3. The prescribed dose;
 - 3.2.2.11.4. The route of administration;
 - 3.2.2.11.5. The frequency of administration; and
 - 3.2.2.11.6. The date ordered.
- 3.2.2.12. Any change or discontinuation of prescription medications must require a written order from a licensed practitioner.



- 3.2.2.13. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, must be stored as follows:
 - 3.2.2.13.1. Schedule II controlled substances, as defined by RSA 318-B:1-b, must be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 3.2.2.13.2. Topical liquids, ointments, patches, creams and powder forms of products must be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 3.2.2.14. Medication belonging to personnel must not be accessible to clients, nor may personnel medication be stored with client medication.
- 3.2.2.15. Over-the-counter (OTC) medications must be handled in the following manner:
 - 3.2.2.15.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program.
 - 3.2.2.15.2. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 3.2.2.16. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, must be supervised by the program staff, as follows:
 - 3.2.2.16.1. Staff must remind the client to take the correct dose of his or her medication at the correct time;
 - 3.2.2.16.2. Staff may open the medication container but must not be permitted to physically handle the medication itself in any manner;
 - 3.2.2.16.3. Staff must remain with the client to observe them taking the prescribed dose and type of medication;
- 3.2.2.17. For each medication taken, staff must document in an individual client medication log the following:
 - 3.2.2.17.1. The medication name, strength, dose, frequency



- and route of administration;
- 3.2.2.17.2. The date and the time the medication was taken;
- 3.2.2.17.3. The signature or identifiable initials of the person supervising the taking of said medication; and
- 3.2.2.17.4. The reason for any medication refused or omitted.
- 3.2.2.18. Upon a client's discharge:
 - 3.2.2.18.1. The client medication log must be included in the client's record; and
 - 3.2.2.18.2. The client must be given any remaining medication to take with him or her.
- 3.2.2.19. A licensed counselor or unlicensed counselor under the supervision of a licensed supervisor must develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
- 3.2.2.20. Treatment plans must be developed as follows:
 - 3.2.2.20.1. Within 7 days following admission to any residential program; and
 - 3.2.2.20.2. Individual treatment plans shall contain, at a minimum, the following elements:
 - 3.2.2.20.3. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 3.2.2.20.4. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 3.2.2.20.5. Identifies the client's strengths and resources for achieving goals and objectives;
 - 3.2.2.20.6. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 3.2.2.20.7. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 3.2.2.20.8. Provides the criteria for terminating specific interventions; and
 - 3.2.2.20.9. Includes specification and description of the indicators to be used to assess the individual's



progress.

- 3.2.2.20.10. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 3.2.2.20.11. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 3.2.2.21. Treatment plans must be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 3.2.2.22. Treatment plan updates must include:
 - 3.2.2.22.1. Documentation detailing the degree to which the client is meeting treatment plan goals and objectives;
 - 3.2.2.22.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 3.2.2.22.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 3.2.2.22.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 3.2.2.23. In addition to individualized treatment planning, the selected vendor must provide client education on:
 - 3.2.2.23.1. Substance use disorders;
 - 3.2.2.23.2. Relapse prevention;
 - 3.2.2.23.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 3.2.2.23.4. Sexually transmitted diseases;
 - 3.2.2.23.5. Emotional, physical, and sexual abuse;
 - 3.2.2.23.6. Nicotine use disorder and cessation options;
 - 3.2.2.23.7. The impact of drug and alcohol use during



pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

- 3.2.2.24. The selected vendor must provide case management services that, at a minimum:
 - 3.2.2.24.1. Refer clients to and coordinate a client's care with other providers including but not limited to client's primary healthcare provider, behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and medication assisted treatment provider.
 - 3.2.2.24.2. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available peer support services, and to engage clients in peer recovery support services as applicable.
- 3.2.2.25. The selected vendor must maintain an outline of each educational and group therapy session provided.
- 3.2.2.26. All group counseling sessions must be limited to 12 clients or fewer per counselor.
- 3.2.2.27. Progress notes must be completed for each individual, group, or family treatment or education session and contain the following components:
 - 3.2.2.27.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 3.2.2.27.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 3.2.2.27.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
 - 3.2.2.27.4. Residential programs must maintain a daily shift change log which documents such things as client behavior and other significant events that a subsequent shift should be made aware of.



- Q2. Describe your experience and capacity to provide substance use disorder treatment services to individuals less than eighteen (18) years of age.***
- Q3. How will you ensure your current services align with RROSC?***
- Q4. How will you coordinate the activities of informing IDNs and working with the Department, community services, outreach programs and provider resources?***
- Q5. Describe your experience and capacity in assisting clients and/or their parents or legal guardians, with guidance on securing financial resources to pay for treatment?***

3.2.3. Continuing Care and Discharge

3.2.3.1. The selected vendor must adhere to continuing care and discharge guidelines, including but not limited to:

- 3.2.3.1.1. Closed loop referrals to community providers.
- 3.2.3.1.2. Providing active outreach to adolescents following discharge.
- 3.2.3.1.3. Coordinating referrals, acceptance, and appointments for required services prior to discharge.

3.2.3.2. All services must have continuing care, transfer and discharge plans that address all ASAM (2013) domains as follows:

- 3.2.3.2.1. Begin the process of discharge/transfer planning at the time of the client's intake into the program.
- 3.2.3.2.2. Review the three (3) criteria for continuing services or the four (4) criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

3.2.3.2.2.1. Continuing Service Criteria A: The client is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

3.2.3.2.2.2. Continuing Service Criteria B: The client is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working



toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the client to continue to work toward his/her treatment goals; and /or

- 3.2.3.2.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the client is receiving treatment is therefore the least intensive level at which the client's problems can be addressed effectively
- 3.2.3.2.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the client's condition at a less intensive level of care is indicated; or
- 3.2.3.2.2.5. Transfer/Discharge Criteria B: The client has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 3.2.3.2.2.6. Transfer/Discharge Criteria C: The client has demonstrated a lack of capacity due to diagnostic or co-



occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.2.3.2.7. Transfer/Discharge Criteria D: The client has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.2.3.3. Clients are to be discharged from a program for the following reasons:

3.2.3.3.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

3.2.3.3.2. Termination of services, including:

3.2.3.3.2.1. Administrative discharge;

3.2.3.3.2.2. Non-compliance with the program;

3.2.3.3.2.3. Endangering or threatening to endanger other clients or staff, or

3.2.3.3.2.4. Identified as no longer benefiting from the service(s) he or she is receiving;

3.2.3.3.2.5. Being unable to agree with the program on a mutually acceptable course of treatment;

3.2.3.3.2.6. Refusing to pay for the services that he or she is receiving despite having the financial resources to do so; or

3.2.3.3.2.7. Refusing to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.

3.2.3.3.2.8. The client leaving the program before completion against advice of treatment staff; and

3.2.3.3.3. A contractor may administratively discharge a client from a program only if:



- 3.2.3.3.3.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 3.2.3.3.3.2. The client is non-compliant with prescription medications;
 - 3.2.3.3.3.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 3.2.3.3.3.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.
- 3.2.3.4. In all cases of termination of services, the rights to appeal and appeal process pursuant to HE-C 200 must be explained to the client.
- 3.2.3.5. In all cases of termination of services, the selected vendor must document in the record of a client who has been terminated that;
 - 3.2.3.5.1. The client has been notified of the termination; and
 - 3.2.3.5.2. The termination has been approved by the Program Director.
- 3.2.3.6. In all cases of client discharge or transfer, the counselor must complete a narrative discharge summary, including, at a minimum:
 - 3.2.3.6.1. The effective dates of admission and discharge or transfer;
 - 3.2.3.6.2. The client's psychosocial substance abuse history and legal history;
 - 3.2.3.6.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 3.2.3.6.4. The clinical and/or management reason(s) for discharge or transfer;
 - 3.2.3.6.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 3.2.3.6.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 3.2.3.6.7. A continuing care plan, including all ASAM



- domains;
- 3.2.3.6.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 3.2.3.6.9. The dated signature of the counselor completing the summary.
- 3.2.3.7. The discharge summary must be completed:
 - 3.2.3.7.1. No later than 7 calendar days following a client's discharge or transfer from the program; or
 - 3.2.3.7.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 3.2.3.8. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
 - 3.2.3.8.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 3.2.3.8.2. Update the client assessment and treatment plan.
- 3.2.3.9. When transferring a client to another treatment contractor, the current contractor must forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
 - 3.2.3.9.1. The discharge summary;
 - 3.2.3.9.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 3.2.3.9.3. A diagnostic assessment statement and other assessment information, including:
 - 3.2.3.9.3.1. TB test results;
 - 3.2.3.9.3.2. A record of the client's treatment history; and
 - 3.2.3.9.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 3.2.3.10. The counselor must meet with the client at the time of discharge or transfer to establish a continuing care plan that:



- 3.2.3.10.1. Includes recommendations for continuing care in all ASAM domains;
- 3.2.3.10.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
- 3.2.3.10.3. Assists the client in making contact with other agencies or services.
- 3.2.3.11. If the counselor is unable to meet with the client at the time of discharge or transfer to establish a continuing care plan, the counselor shall document why the meeting in could not take place.
- 3.2.3.12. Should the selected vendor discontinue the program, it must submit to The Department;
 - 3.2.3.12.1. A plan to transfer, discharge and/or refer all clients being served in the contracted program; and,
 - 3.2.3.12.2. A plan for the security and transfer of the client's records being served in the contracted program, with the consent of the client.
- 3.2.3.13. In the event of the selected vendor discontinuing the program, the vendor must arrange for the continued management of all client records. The vendor must notify the department in writing of the address where records will be stored and specify the person managing the records.
- 3.2.3.14. In the event of the selected vendor discontinuing the program, the vendor must arrange for storage of each client record through one or more of the following measures:
 - 3.2.3.14.1. Continue to manage the records and give written assurance to the Department that it will respond to authorized requests for copies of client records within 10 working days;
 - 3.2.3.14.2. Transfer records of clients who have given written consent to another contractor; or
 - 3.2.3.14.3. Enter into a limited service organization agreement with another contractor to store and manage records.

Q6. How will you ensure coordination of client services at discharge? Include your proposed plan for outreach and follow-up for those individuals not engaged in referred services.



3.2.4. Treatment Programs Approach

- 3.2.4.1. The selected vendor must ensure family support services are included when providing services to adolescents described in this RFP.
- 3.2.4.2. The selected vendor must provide services that assist adolescents and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of recovery and transitions from adolescence to adulthood.
- 3.2.4.3. The selected vendor must provide services to adolescents who present with challenging behaviors as a result of their co-occurring substance use disorder and mental health diagnoses.
- 3.2.4.4. The selected vendor must ensure programing provided incorporates services that are family driven and adolescent guided. Services must be provided in a manner that builds upon the strengths and needs of the adolescent and the family.
- 3.2.4.5. All services must be adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.

Q7. How will you determine the type, level and frequency of family treatment and support services to be provided to families whose adolescents are receiving program services?

Q8. Explain the process for reviewing/accepting referrals to services. Identify behaviors and/or conditions that would be accepted by the program and result in termination of services. Include the process for service termination.

Q9. Provide the name and description of all evidenced based programs to be used, program schedules and any specific curricula that will be utilized deliver services.

3.2.5. Client Screening and Admissions

- 3.2.5.1. All proposed services must include a method to screen and admit clients for services as follows:
 - 3.2.5.1.1. Receive Requests/Initial contact for services
 - 3.2.5.1.2. Assess individuals for risk of self-harm, using an evidence based screening tool, at all phases of treatment such as but not limited to: initial contact, screening for probability of a substance use disorder, intake, admission, evaluation, on-going treatment services and at discharge. The selected vendor must:



- 3.2.5.1.2.1. Provide or refer the client for additional services to address this risk when a client screens positive for risk of self-harm.
- 3.2.5.1.2.2. Contact emergency personnel when the client is in imminent danger of self-harm.
- 3.2.5.1.3. Assess all clients for withdrawal risk, using an evidenced based screening tool based on ASAM (2013) standards, at all phases of treatment such as but not limited to: initial contact, screening for probability of a substance use disorder, intake, admission, evaluation, on-going treatment services and at discharge. The Vendor must:
 - 3.2.5.1.3.1. Stabilize all clients based on ASAM (2013) guidance
 - 3.2.5.1.3.2. Integrate withdrawal management into the client's treatment plan, when a client's risk level indicates a service with an ASAM Level of Care that can be provided under this Contract, and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely; or
 - 3.2.5.1.3.3. Refer clients to another agency to receive withdrawal management services when a client's risk indicates a service with a ASAM Level of Care that is higher than can be provided under this Contract; and
 - 3.2.5.1.3.4. Coordinate with the other agency to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.
- 3.2.5.1.4. Ensure screening appointments:
 - 3.2.5.1.4.1. Are scheduled with the appropriate individual in person (face to face, telephonic or other electronic face to face method) within two (2) business days from the date of the initial contact.



- 3.2.5.1.4.2. Complete an initial screening using a Department approved screening tool or the screening module in WITS to determine the individual's eligibility for services and probability of having a substance use disorder according to Diagnostic and Statistical Manual of Mental Disorder, fifth Edition (DSM 5).
- 3.2.5.1.4.3. Complete ASAM Level of Care Assessments, when the client is determined as having a probability for eligibility for service and a substance use disorder during the screening appointment, to determine the appropriate level of care for treatment services.
- 3.2.5.1.4.4. Use the ASAM Level of Care Assessments completed by a licensed counselor from a referring agency to determine the appropriate level of care for treatment services.
- 3.2.5.1.4.5. Ensure a client's admission into services or placement on a waitlist when the services with the appropriate ASAM Level of Care are not available for the client at the time of screening.
- 3.2.5.1.4.6. Refer a client to the appropriate provider when a client is not determined to have a substance use disorder.
- 3.2.5.1.5. Ensure client admissions:
 - 3.2.5.1.5.1. Provide a client orientation, either individually, or by group; that includes;
 - 3.2.5.1.5.1.1. Rules, policies, and procedures of the contractor, program, and facility;
 - 3.2.5.1.5.1.2. Requirements for successfully completing the program;
 - 3.2.5.1.5.1.3. The administrative



discharge policy and the grounds for administrative discharge;

3.2.5.1.5.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

3.2.5.1.5.1.5. Requiring the client to sign a receipt stating that the orientation was conducted.

3.2.5.2. Upon a client's admission to treatment, the contractor must conduct an HIV/AIDS screening, to include:

3.2.5.2.1. The provision of information;

3.2.5.2.2. Risk assessment;

3.2.5.2.3. Intervention and risk reduction education, and

3.2.5.2.4. Referral for testing, if appropriate, within 7 days of admission;

3.2.5.3. The vendor must maintain specific written policies on client rights and responsibilities; and

3.2.5.4. Programs must inform clients of their rights, at admission, and at least once a year after entry, in clear, understandable language and form, both verbally and in writing;

3.2.5.5. The vendor must post a copy of the vendor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality, per 42 CFR Part 2; in a public area.

Q10. Provide your proposed plan to screen and admit clients for services. Include all screening tools that will be utilized.

3.3. Education

3.3.1. The selected vendor must ensure that each adolescent receives education and training during his/her treatment, including, but not limited to:

3.3.1.1. Regular school attendance as required by law;

3.3.1.2. The opportunity to complete high school; or

3.3.1.3. The opportunity for vocational guidance.

3.3.2. The selected vendor must collaborate with the client's school district in order to ensure the client remains engaged in school work or school



attendance, in a manner deemed most appropriate by the school district, to ensure access to education for the length of time the client is receiving services

Q11. How will you ensure each individual receiving services receives appropriate education and training? Include your proposed plan for engaging the client's school district while providing treatment.

3.4. Quality Management

- 3.4.1. Services must include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improves.
- 3.4.2. The selected vendor must participate in all quality assurance and quality improvement activities requested by the Department including, but not limited to:
 - 3.4.2.1. Submission of monthly, web based contract compliance reports.
 - 3.4.2.2. Participation in electronic and in-person client record reviews.
 - 3.4.2.3. Participation in site visits.
 - 3.4.2.4. Inspections of any of the following:
 - 3.4.2.4.1. The facility premises,
 - 3.4.2.4.2. Any and all programs and services provided,
 - 3.4.2.4.3. Any and all records maintained by the vendor
- 3.4.3. Should The Department identify deficiencies in Quality Assurance, the selected vendor must submit a plan of correction to address defined deficiencies within twenty-one (21) working days of receiving the inspection findings.
- 3.4.4. The selected vendor must participate in training and technical assistance activities as directed by the Department.
- 3.4.5. The selected vendor must include client and family input in quality improvement activities

Q12. Provide your proposed monitoring and quality improvement plan for the services you will be providing. Include how you will solicit client and family input to improve quality of, and satisfaction with, services.

3.5. Staffing

- 3.5.1. Vendors must ensure that program staff are qualified to serve the adolescent population and committed to program delivery to continuity of services for adolescent clients
- 3.5.2. The vendor must ensure that direct care staff are:



- 3.5.2.1. Over the age of twenty-one (21); and
- 3.5.2.2. Have education and experience commensurate with the population being served; and
- 3.5.2.3. Have continuing training that aligns with the needs of the population, such as, but not limited to;
 - 3.5.2.3.1. Youth adolescent development,
 - 3.5.2.3.2. Youth and adolescent crisis intervention techniques,
 - 3.5.2.3.3. Understanding addiction and treatment options.
- 3.5.3. The selected vendor shall ensure program staff provide client care and supervision at all times to ensure that residents are safe and needs are met according to their developmental level, age, and emotional or behavioral needs.
- 3.5.4. The selected vendor must develop, define and document job descriptions for all staff, including contracted staff, volunteers and student interns, which must include;
 - 3.5.4.1. Job title;
 - 3.5.4.2. Physical requirements of the position;
 - 3.5.4.3. Education and experience requirements of the position;
 - 3.5.4.4. Duties of the position;
 - 3.5.4.5. Positions supervised; and
 - 3.5.4.6. Title of immediate supervisor.
- 3.5.5. The selected vendor must meet minimum staffing requirements that include:
 - 3.5.5.1. A minimum of one (1):
 - 3.5.5.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.5.5.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential.
 - 3.5.5.2. One (1) program director who assumes responsibility for the daily operation of each specific program.
 - 3.5.5.3. Minimum staff to resident ratios with documentation of the same on file for a minimum of 6-months, which includes:
 - 3.5.5.3.1. One (1) staff person to 6 residents during awake hours.
 - 3.5.5.3.2. One (1) staff person to 12 residents during sleeping hours.



- 3.5.5.4. Notwithstanding the required minimum staff to resident ratios, when a staff person takes one or more residents off the premises for a routine trip, such as a medical or dental appointment, recreation or social activity, the program may have one fewer staff person with the residents who will remain on the premises of the program, provided that:
 - 3.5.5.4.1. The program director or designee has authorized the reduced staff to resident ratio, based upon his or her determination that the staff remaining on the premises of the program can meet the individual needs of each resident; and
 - 3.5.5.4.2. In no case shall the staff to resident ratio go below one to 12.
- 3.5.6. The selected vendor must ensure that all staff, including contracted staff;
 - 3.5.6.1. Meet the educational, experiential and physical qualification of the position as listed in their job description;
 - 3.5.6.2. Meet all criminal background standards; Are licensed, registered or certified as required by state statute and as applicable
 - 3.5.6.3. Receive an orientation within the first three (3) days of work, or prior, to direct contact with clients, which includes;
 - 3.5.6.3.1. The vendor's code of ethics, including ethical conduct and reporting of unprofessional conduct;
 - 3.5.6.3.2. The vendor's policies on client rights and responsibilities and complaint procedures;
 - 3.5.6.3.3. Confidentiality requirements;
 - 3.5.6.3.4. Grievance procedures for both clients and staff;
 - 3.5.6.3.5. The duties and responsibilities and the policies, procedures and guidelines of the position they were hired for;
 - 3.5.6.3.6. Topics covered by both the administrative and personnel manuals;
 - 3.5.6.3.7. The vendor's infection prevention program;
 - 3.5.6.3.8. The vendor's fire, evacuation and other emergency plans, which outline the responsibilities for personnel in an emergency; and
 - 3.5.6.3.9. Mandatory reporting requirements for abuse or



- neglect, such as those found in RSA 161-F and RSA 169-C:29; and
- 3.5.6.3.10. Sign and date documentation that they have taken part in an orientation;
 - 3.5.6.4. Complete a mandatory annual in-service education, which includes a review of all orientation elements.
 - 3.5.7. The selected vendor must ensure that, prior to having contact with clients; all employees, contracted employees, volunteers and interns;
 - 3.5.7.1. Submit to the contractor proof of a physical examination, or health screening, conducted not more than twelve (12) months prior to employment, which must, at a minimum, include;
 - 3.5.7.1.1. The name of the examinee;
 - 3.5.7.1.2. The date of the examination;
 - 3.5.7.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 3.5.7.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the CDC; and
 - 3.5.7.1.5. The dated signature of the licensed health practitioner.
 - 3.5.7.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 3.5.7.3. Comply with the requirements of the CDC Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infection tuberculosis
 - 3.5.8. The selected vendor must ensure that employees, contracted employees, volunteers and interns who have direct contact with clients who have a history of TB or a positive skin test must have a symptomatology screen of a TB test.
 - 3.5.9. The selected vendor must ensure all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.5.10. The selected vendor must ensure no licensed supervisor supervises more than eight (8) unlicensed staff, unless the Department has approved an alternative supervision plan.



- 3.5.11. The selected vendor must provide a minimum of one (1) Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.5.12. The selected vendor must ensure unlicensed staff providing clinical or recovery support services obtain a CRSW certification within 6 months of hire or contract effective date, whichever is later.
- 3.5.13. The selected vendor shall ensure a staff to resident ratio that is more stringent than the required staff to resident ratios stated above, when required by the resident's treatment plan.
- 3.5.14. The selected vendor must provide ongoing clinical supervision that occurs at regular intervals. The selected vendor must ensure clinical supervision includes, but is not limited to:
 - 3.5.14.1. Receipt of, at least, one (1) hour of supervision for every twenty (20) hours of direct client contact;
 - 3.5.14.2. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.5.14.3. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.5.14.4. Training on:
 - 3.5.14.4.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by supervised staff;
 - 3.5.14.4.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.5.14.4.3. The standards of practice and ethical conduct, as determined by licensing and review boards, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 3.5.14.5. Supervision must be provided on an individual or group basis, or both, depending upon the employee's needs, experience and skill level and include the following techniques:
 - 3.5.14.5.1. Review of case records;



- 3.5.14.5.2. Observation of interactions with clients;
- 3.5.14.5.3. Skill development; and
- 3.5.14.5.4. Review of case management activities; and
- 3.5.14.6. Supervisors must maintain a log of the supervision date, duration, content and who was supervised by whom;
- 3.5.14.7. Individuals licensed or certified must receive supervision in accordance with requirement of their licensure.
- 3.5.15. The selected vendor must notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.5.16. The selected vendor must notify the Department, in writing, within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5.17. The selected vendor must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.
- 3.5.18. The selected vendor must provide the Department with written notice a minimum of thirty (30) days prior to any changes in;
 - 3.5.18.1. Organization
 - 3.5.18.2. Organization Name
- 3.5.19. When there is a change in the organization name and/or ownership, the selected vendor must submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the organization name and/or ownership change.
- 3.5.20. The selected vendor must ensure student interns sign the DHHS Data Use and Confidentiality Agreement (Appendix H) and complete a Department-approved ethics course and a Department-approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, prior to beginning their internship.
- 3.5.21. The selected vendor must ensure unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within 6



months of hire.

3.5.22. The selected vendor must provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.5.22.1. The contract requirements.

3.5.22.2. All other relevant policies and procedures provided by the Department.

3.5.23. The selected vendor must provide pre-approved training on-site or provide the Department with documentation of alternate training conducted off-site; to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

Q13. Provide your proposed organization and staff development plan that ensures minimal staff turnover. Include your proposed staff development plan which includes plans for engaging staff in professional development planning, providing training on the latest research and best/promising practices in the treatment of adolescents with SUDs, and staff supervision.

Q14. Provide your proposed staffing plan. Include your organizational chart, resumes for filled positions and job descriptions for vacant and/or proposed positions. Provide your proposed staff training plan and clinical supervision plan.

3.6. Policies and Procedures

3.6.1. The selected vendor must develop and implement written policies and procedures governing all aspects of its operation and services provided; including, but not limited to;

3.6.1.1. Written policies and procedures must include a code of ethics, which addresses the selected vendor and all staff, as well as a mechanism for reporting unethical conduct.

3.6.1.2. Client rights, grievance and appeals policies and procedures;

3.6.1.3. Progressive discipline, leading to administrative discharge;

3.6.1.4. Reporting and appealing staff grievances;

3.6.1.5. Policies on client alcohol and other drug use while in treatment;

3.6.1.6. Policies on client and employee smoking that are in compliance with Appendix B, Exhibit H;

3.6.1.7. Drug-free workplace policy and procedures, including a



- requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 3.6.1.8. Policies and procedure for holding a client's possessions;
- 3.6.1.9. Secure storage of staff medications;
- 3.6.1.10. A client medication policy;
- 3.6.1.11. Urine specimen collection, as applicable, that;
 - 3.6.1.11.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible; and
 - 3.6.1.11.2. Policies and procedures intended to minimize falsification, including, but not limited to;
 - 3.6.1.11.2.1. Temperature testing
 - 3.6.1.11.2.2. Observations by same-sex staff members;
- 3.6.1.12. Safety and medical procedures on;
 - 3.6.1.12.1. Medical emergencies;
 - 3.6.1.12.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 3.6.1.12.3. Reporting employee injuries;
 - 3.6.1.12.4. Fire monitoring, warning, evacuation and safety drill policy and procedures;
 - 3.6.1.12.5. Emergency closings;
 - 3.6.1.12.6. Posting of the above safety and emergency procedures.
- 3.6.1.13. Procedures for the protection of client records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA) and
- 3.6.1.14. Procedures related to quality assurance and quality improvement
- 3.6.2. The selected vendor must have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 3.6.2.1. Organized into related sections with entries in chronological order;



- 3.6.2.2. Easy to read and understand;
- 3.6.2.3. Complete, containing all the parts; and
- 3.6.2.4. Up-to-date, including notes of most recent contacts.
- 3.6.3. The selected vendor must develop and implement written policies and procedures regarding criminal background checks of prospective employees, which must, at a minimum, include;
 - 3.6.3.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal records;
 - 3.6.3.2. Requiring the administrator or their designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 3.6.3.3. Criminal background standards regarding the following, beyond which must be reason to not hire a prospective employee in order to ensure the health, safety or well-being of clients;
 - 3.6.3.3.1. Felony convictions in this or any other state;
 - 3.6.3.3.2. Convictions for sexual assault; other violent crime, assault, fraud, abuse, neglect or exploitation or any person and
 - 3.6.3.4. Defines the process for submission of background check waivers for good cause shown.
- 3.6.4. The selected vendor must have written policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract.
- 3.6.5. The selected vendor must have procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
- 3.6.6. The selected vendor must develop, define and implement processes and procedures for denial of service.
- 3.6.7. For any client who is denied services, the selected vendor must be responsible for:
 - 3.6.7.1. Informing the client for the reason for denial;
 - 3.6.7.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 3.6.7.3. Maintaining a detailed record of the information and assistance provided
- 3.6.8. The selected vendor must establish policies and procedures how it will establish, maintain and store, in a secure and confidential manner, current personnel files for each employee, contracted employee,



volunteer or student intern. Personnel files, must, at a minimum, include:

- 3.6.8.1. A completed application for employment or a resume, including:
- 3.6.8.2. Employment Identification data; and
- 3.6.8.3. The education and work experience of the employee;
- 3.6.8.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 3.6.8.4.1. Position title;
 - 3.6.8.4.2. Qualifications and experience; and
 - 3.6.8.4.3. Duties required by the position;
- 3.6.8.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
- 3.6.8.6. A signed and dated record of orientation;
- 3.6.8.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 3.6.8.8. Records of screening for communicable diseases results;
- 3.6.8.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 3.6.8.10. Documentation of annual in-service education;
- 3.6.8.11. Information as to the general content and length of all continuing education or educational programs attended;
- 3.6.8.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 3.6.8.13. A statement, which must be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 3.6.8.13.1. Does not have a felony conviction in this or any other state;
 - 3.6.8.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and



3.6.8.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

3.6.8.14. Documentation of the criminal records check and any waivers.

3.6.9. The selected vendor must have and adhere to, or develop, define and implement a clinical care manual, which includes policies and procedures related to all clinical services provided.

Q15. Provide your established policies and procedures that address the requirements above. If you do not have established policies and procedures and/or there are gaps in policies and procedures, define how these gaps will be addressed prior to implementation.

3.7. Facilities

3.7.1. The vendor's service site must:

3.7.1.1. Have a reception area separate from living and treatment areas;

3.7.1.2. Have private space for personal consultation, charting, treatment and social activities, as applicable;

3.7.1.3. Have secure storage of active and closed confidential client records; and

3.7.1.4. Have separate and secure storage of toxic substances.

3.7.2. The selected vendor must provide the necessary equipment and supplies to ensure the safety, maintenance and operation of the facility and all staff and participants thereof.

3.7.3. Facilities Licenses

3.7.3.1. All residential services provided at the Sununu Youth Services Center under this program shall be considered exempt from health facilities licensure in accordance with RSA 151:2, II, i

3.7.3.2. All residential services provided at the Sununu Youth Services Center under this program shall not be considered a child care institution in accordance with RSA 170-E:25

3.7.4. If the selected vendor accepts a client who is known to have a disease reportable under He-P 301, or an infectious disease, the contractor must follow the required procedures for the care of clients, as specified by the United States Centers for Disease Control and Prevention 20017; Guideline for Isolation Precautions, Preventing Transmission of Infections Agents in Healthcare settings of June, 2007.



3.8. Reporting

3.8.1. Web Information Technology System (WITS)

- 3.8.1.1. The selected vendor must utilize the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact.
- 3.8.1.2. The selected vendor may use another electronic health record (EHR) system in lieu of WITS, upon approval of the Department, to record all or some of the required activities in this RFP. Should the selected vendor utilize a system other than WITS, that system must be identified in the vendor's proposal and ensure that all reports to the Department must only contain aggregate data.
- 3.8.1.3. All vendors must adhere to the Information Security, Privacy and Information Technology (IT) requirements as defined in Appendix B, Exhibit K.
- 3.8.1.4. The Vendor must report on National Outcome Measures (NOMs) data in WITS or Department approved method at a minimum:
 - 3.8.1.4.1. 100% of all clients at admission;
 - 3.8.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
 - 3.8.1.4.3. 50% of all clients who are discharged for reasons other than completion of treatment or being transferred to another program.
- 3.8.2. The selected vendor must report all positive tuberculosis test results for personnel to the Office of Disease Control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 3.8.3. The selected vendor must implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a and RSA 318-B:12
- 3.8.4. The selected vendor must, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 3.8.5. The selected vendor must maintain a record of all client screenings, including, but not limited to;
 - 3.8.5.1. Client name,
 - 3.8.5.2. Client unique identifier,
 - 3.8.5.3. Date of initial contact from the client or referring agency,
 - 3.8.5.4. Date of screening,



- 3.8.5.5. Result of screening, including the reason for denial of services, is applicable,
 - 3.8.5.6. For any client who is placed on a waitlist, record of referrals to and coordination regional access point and interim services or reason that such a referral was not made;
 - 3.8.5.7. Record of all client contacts between screening and removal from the waitlist; and
 - 3.8.5.8. Date client was removed from the waitlist and the reason for removal.
- 3.8.6. The selected vendor must establish a baseline of National Outcome Measures (NOMS), in the first year of service, to include, but not be limited to;
- 3.8.6.1. Access to services provided
 - 3.8.6.2. Program completion at admission
 - 3.8.6.3. Client discharge, stratified by level of care.
 - 3.8.6.4. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
 - 3.8.6.5. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
 - 3.8.6.6. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
 - 3.8.6.7. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
 - 3.8.6.8. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

3.9. Client Records

- 3.9.1. Client Records must be established for each client.
- 3.9.2. Each client record must include, at a minimum, the following components, organized as follows:
 - 3.9.2.1. Section One (1): Intake/Initial Information:
 - 3.9.2.1.1. Identification data, including the client's:
 - 3.9.2.1.1.1. Name;
 - 3.9.2.1.1.2. Date of birth;
 - 3.9.2.1.1.3. Address;



- 3.9.2.1.1.4. Telephone number(s); and
- 3.9.2.1.1.5. The last 4 digits of the client's Social Security number;
- 3.9.2.1.2. The date of admission;
- 3.9.2.1.3. If either of the name or address have been appointed for the client, the name and address of:
 - 3.9.2.1.3.1. The guardian; and
 - 3.9.2.1.3.2. The representative payee;
- 3.9.2.1.4. The name, address, and telephone number(s) of the person to contact in the event of an emergency;
- 3.9.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
- 3.9.2.1.6. The name, address, and telephone number(s) of the primary health care contractor;
- 3.9.2.1.7. The name, address, and telephone number(s) of the behavioral health care contractor, if applicable;
- 3.9.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;
- 3.9.2.1.9. The client's religious preference, if any;
- 3.9.2.1.10. The client's personal health history;
- 3.9.2.1.11. The client's mental health history;
- 3.9.2.1.12. Current medications;
- 3.9.2.1.13. Reasons for medications and the timing requirements for administration of medication;
- 3.9.2.1.14. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 3.9.2.1.15. Signed receipt of initial and annual notification of client rights;
- 3.9.2.2. Section Two (2): Screening/Assessment/Evaluation:
 - 3.9.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 3.9.2.3. Section Three (3): Treatment Planning:
 - 3.9.2.3.1. The individual treatment plan, updated at



- designated intervals in accordance with Sections 10.2 – 10.5 above; and
- 3.9.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 3.9.2.4. Section Four (4): Discharge Planning:
 - 3.9.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 3.9.2.5. Section Five (5): Releases of Information/Miscellaneous:
 - 3.9.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 3.9.2.5.2. Any correspondence pertinent to the client; and
 - 3.9.2.5.3. Any other information the contractor deems significant.
- 3.9.3. If the selected vendor utilizes a paper format client record system, then the sections must be tabbed sections.
- 3.9.4. All client records maintained by the selected vendor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, must be strictly confidential.
- 3.9.5. Paper records and external electronic storage media must be securely stored and maintained in locked file cabinets;
 - 3.9.5.1. All electronic files shall be password protected; and
 - 3.9.5.2. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 3.9.5.3. Contractors must retain client records after the discharge or transfer of the client for a minimum of seven (7) years after the client reaches the age of majority.

3.10. Employee Records

- 3.10.1. Employee Records must be established for each employee.
- 3.10.2. Employee Records must maintain any and all documentation, identified in Section 3.5, as required for employment, including, but not limited to:
 - 3.10.2.1. Employee resumes
 - 3.10.2.2. Job descriptions for position
 - 3.10.2.3. Copies of licenses, registrations and/or certifications required for the position
 - 3.10.2.4. Signed documentation of completion of orientation
 - 3.10.2.5. Signed documentation of completion of annual in-service



education

3.11. Performance Measures

- 3.11.1. Vendors' contract performance must be measured to evaluate that services are mitigating negative impacts of substance use, including but not limited to the opioid epidemic and associated overdoses as follows:
 - 3.11.1.1. Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.
 - 3.11.1.2. Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.
 - 3.11.1.3. Performance will be measured against the established baseline and demonstrate a 10% improvement each year. Specific items to be measured, must be, but will not be limited to those defined in Section 3.8.6 Reporting.

3.12. Contract Monitoring Provisions

- 3.12.1. The Department will identify all vendors as either Contractors or Sub-recipients in accordance with 2 CFR 200.0.
- 3.12.2. The Department will determine if enhanced monitoring is necessary to address any risks identified through the risk assessment (See Appendix I, Contract Monitoring Provisions).

3.13. Culturally and Linguistically Appropriate Standards

- 3.13.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 3.13.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act



of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

- 3.13.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.13.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.13.5. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.13.6. Successful applicants will be:
 - 3.13.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - 3.13.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 3.13.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 3.13.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need



of language assistance);

- 3.13.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
- 3.13.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- 3.13.7.4. The resources available to the organization to provide language assistance.
- 3.13.8. Bidders are required to complete the TWO (2) steps listed in the Appendix F to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.
- 3.13.9. For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website.
<http://www.dhhs.nh.gov/business/forms.htm>.

4. FINANCE

4.1. Financial Standards

- 4.1.1. The selected vendor must agree to operate the 36 bed unit in exchange for an annual lease agreement payable to the State.
- 4.1.2. The Department intends to select a vendor that can demonstrate financial solvency through acceptance of multiple payor sources, including but not limited to:
 - 4.1.2.1. Medicaid.
 - 4.1.2.2. Commercial Insurance.
 - 4.1.2.3. Private pay.
- 4.1.3. The selected vendor must inform and provide clients and their guardians, agents or personal representatives with a listing of all known costs associated with care and services.
- 4.1.4. The selected vendor must assure a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded. The selected vendor:
 - 4.1.4.1. Agrees not to delay services due to a client's and/or their parents or legal guardians inability to immediately pay his or her share of the allowable fees or pending an insurance



payment

- 4.1.4.2. Assists clients and/or their parents or legal guardians who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 4.1.4.3. Provides to clients and/or their parents or legal guardians, upon request, copies of their financial accounts

4.2. Budgets/Cost Proposals/Lease Agreement

4.2.1. Budgets

- 4.2.1.1. Vendors must demonstrate sustainable program operations based on:
 - 4.2.1.1.1. A minimum of four (4) years of audited financial statements that include statements of cash flow.
 - 4.2.1.1.2. Information provided in Appendix C, Budget Worksheet.
 - 4.2.1.1.3. A detailed budget narrative that identifies anticipated payor sources.
- 4.2.1.2. Preference will be given to vendors demonstrating a hierarchy of payor sources in Appendix C and the budget narrative as follows:
 - 4.2.1.2.1. Medicaid.
 - 4.2.1.2.2. Commercial Insurance.
 - 4.2.1.2.3. Private pay.

4.2.2. Cost Proposals

- 4.2.2.1. Appendix D, Cost Bid Sheet includes physical space specifications as well as amenities and furnishings that are included in the lease.
- 4.2.2.2. Due to security concerns, the Department intends to provide Appendix D, to vendors who submit a required letter of intent, as specified in Section 6.3.

4.2.3. Lease Agreement

- 4.2.3.1. The Department intends to negotiate a building lease agreement as part of the final contract negotiations.
- 4.2.3.2. A sample lease agreement will be provided to vendors submitting a required letter of intent, as specified in Section 6.3.



5. PROPOSAL EVALUATION

5.1. Technical Proposal

5.1.1. Service Implementation Timeline (Q1)	35 Points
5.1.2. Treatment and Engagement Approaches (Q2 – Q5)	125 Points
5.1.3. Continuing Care and Discharge (Q6)	35 Points
5.1.4. Treatment Programs (Q7 – Q9)	70 Points
5.1.5. Client Screening and Admissions (Q10)	35 Points
5.1.6. Education Services (Q11)	35 Points
5.1.7. Quality Management (Q12)	35 Points
5.1.8. Staffing (Q13 - Q14)	70 Points
5.1.9. Policies & Procedures (Q15)	<u>35 Points</u>

Total Technical Proposal 475 points

5.2. Cost Proposal

5.2.1. Sustainability of Program Operations	100 Points
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Vendors must complete Appendix C, Budget and provide a narrative that details payor sources. Preference will be given to vendors who demonstrate multiple payor sources with a hierarchy of payor sources as follows:

- 1) *Medicaid.*
- 2) *Commercial Insurance.*
- 3) *Private Pay.*

The Department will also consider the audited financial statements that must be provided by vendors in accordance with Section 7.2.3.2 as a component of the score.

5.2.2. Appendix D (Cost Bid Sheet)	<u>125 Points</u>
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In an effort to maintain security of the facility, cost bid sheets will be distributed to vendors by e-mail upon receipt of a required letter of intent, as specified in Section 6.3, Required Letter of Intent.

The cost bid sheet will detail the physical space, amenities and furnishings that will be included in the final lease agreement, as well as a sample lease agreement.

The following formula will be utilized to score the Appendix D Cost Bid Sheet:

$$(Vendor Bid / High Bid) \times 125 = Vendor Score$$

Total Cost Proposal 225 Points

Total Points for this RFP is 800 Points



6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Brian Owens, Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: Brian.Owens@dhhs.nh.gov
Phone: 603-271-9634

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	3/06/18
2.	Residential Adolescent Substance Use Disorder Treatment Facility Site Visit (<u>Pre-Registration with the Procurement Coordinator in Section 6.1 is required</u>)	3/13/18 10:00 AM
3.	<u>Required Letter of Intent Submission Deadline</u> (<i>Letters of intent received after the due date and time will not be accepted</i>)	3/14/18
4.	Registration Deadline for Bidders Conference	3/14/18 3:30 PM
5.	Bidders Conference (On site at SYSC)	3/20/18 At 10:00 a.m.
5.1	Bidders Conference Inclement Weather Date (On site at SYSC)	3/27/18 At 10:00 a.m.
6.	RFP Questions Submission Deadline	3/30/18 2:00 PM
7.	DHHS Response to Questions Published	4/3/18
8.	Technical and Cost Bids Submission Deadline	4/10/18 2:00 PM



6.3. Site Visit

Pre-registration for the Residential Adolescent Substance Use Disorder Treatment Facility Site Visit is required. Due to security concerns, the site visit is not open to the public. Vendors, good faith potential vendors and their representatives interested in attending the Site Visit are encouraged to contact the Procurement Coordinator specified in Section 6.1 to preregister for the site visit. However, same-day registration is allowed. ***All attendees will be required to register and disclose their affiliation.***

6.4. Required Letter of Intent

- 6.4.1. A Letter of Intent to submit a Proposal in response to this RFP is **required** for purposes of planning for access to the facility for the Bidders Conference.
- 6.4.2. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.
- 6.4.3. The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.
- 6.4.4. The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.
- 6.4.5. The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.
- 6.4.6. ***Proposals submitted by entities that do not submit a Letter of Intent shall not be accepted.***

6.5. Bidders' Questions and Answers

6.5.1. Bidders' Questions

- 6.5.1.1. All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.
- 6.5.1.2. DHHS may consolidate or paraphrase questions for



efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

6.5.1.3. Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

6.5.1.4. The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

6.5.1.5. Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.5.2. Bidders' Conferences

6.5.2.1. The Technical Proposal Conference will be held on the date specified in Section 6.2, Procurement Timetable, at the Sununu Youth Services Center, 1056 North River Road, Manchester, NH 03104. The conference will serve as an opportunity for Bidders to ask specific questions of State staff concerning the technical requirements of the RFP.

6.5.2.2. Attendance at the Technical Proposal Conference is not mandatory but is highly recommended.

6.5.2.3. Contact the Procurement Coordinator specified in Section 6.1 to register for the Technical Proposal Conference.

6.5.2.4. **The Vendors' Conference is not open to the public.** Vendors, good faith potential vendors and their representatives interested in attending the Vendors' Conference are encouraged to contact the Procurement Coordinator specified in Section 6.1 to preregister for the Vendors' Conference. However, same-day registration is allowed. All attendees will be required to register and disclose their affiliation.

6.5.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be notified by e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.6. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues



raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.7. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2018-BDAS-11-INPAT**

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.8. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.9. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.10. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.11. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.12. Property of Department



All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.13. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.14. Public Disclosure

- 6.14.1. A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.
- 6.14.2. The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.14.3. Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 6.14.4. Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the



date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.15. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.16. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.17. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.18. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.19. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing



date for responses except that information specifically allowed by RSA 21-G:37.

6.20. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.21. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.22. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.23. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.



- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.
- 7.1.2. Presentation
 - 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
 - 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
 - 7.1.2.3. Major sections of the Proposal separated by tabs.
 - 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
 - 7.1.2.5. Font size of 10 or larger.
- 7.1.3. Technical Proposal
 - 7.1.3.1. Original in 3 ring binder marked as "Original."
 - 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
 - 7.1.3.3. 4 copies in bound format marked as "Copy."
 - 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
 - 7.1.3.5. Front cover labeled with:
 - Name of company / organization;
 - RFP#; and
 - Technical Proposal.
- 7.1.4. Cost Proposal



- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 3 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
 - Name of company / organization;
 - RFP#; and
 - Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section. (Each of these components must be separate from the others and uniquely identified with labeled tabs.):

7.2.2. Technical Proposal Contents – Detail

- 7.2.2.1. Transmittal Cover Letter that must be:
 - 7.2.2.1.1. On the Bidding company's letterhead;
 - 7.2.2.1.2. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
 - 7.2.2.1.3. Contain the following:
 - 7.2.2.1.3.1. Identify the submitting organization;
 - 7.2.2.1.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 7.2.2.1.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 7.2.2.1.3.4. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating



to the RFP;

- 7.2.2.1.3.5. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
- 7.2.2.1.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- 7.2.2.1.3.7. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- 7.2.2.1.3.8. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- 7.2.2.1.3.9. Date Proposal was submitted; and
- 7.2.2.1.3.10. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

- 7.2.2.3.1. The Bidder shall submit an executive summary to:
 - 7.2.2.3.1.1. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
 - 7.2.2.3.1.2. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
 - 7.2.2.3.1.3. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
 - 7.2.2.3.1.4. Specifically demonstrate the Bidder's



familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

7.2.2.4.1. The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

7.2.2.4.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

7.2.2.5.1. Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

7.2.2.5.2. At a minimum respond to:

7.2.2.5.2.1. General company overview;

7.2.2.5.2.2. Ownership and subsidiaries;

7.2.2.5.2.3. Company background and primary lines of business;

7.2.2.5.2.4. Number of employees;

7.2.2.5.2.5. Headquarters and Satellite Locations;

7.2.2.5.2.6. Current project commitments;

7.2.2.5.2.7. Major government and private sector clients; and

7.2.2.5.2.8. Mission Statement.

7.2.2.5.2.9. This section must include information on:

7.2.2.5.2.10. The programs and activities of the organization;

7.2.2.5.2.11. The number of people served; and



7.2.2.5.2.12. Programmatic accomplishments.

7.2.2.5.3. And also include:

7.2.2.5.3.1. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and

7.2.2.5.3.2. All strengths that are considered an asset to the program.

7.2.2.5.4. The Bidder should demonstrate:

7.2.2.5.4.1. The length, depth, and applicability of all prior experience in providing the requested services;

7.2.2.5.4.2. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

7.2.2.6.1. The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

7.2.2.6.1.1. Name, address, telephone number, and website of the customer;

7.2.2.6.1.2. A description of the work performed under each contract;

7.2.2.6.1.3. A description of the nature of the relationship between the Bidder and the customer;

7.2.2.6.1.4. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and

7.2.2.6.1.5. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State



reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. Prior written approval must be obtained from the Department prior to any and all subcontractor arrangements and/or agreements. The selected vendor must retain the responsibility and accountability for those function(s). Prior to subcontracting, the selected vendor must evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities. Subcontractors are subject to the same contractual conditions and obligations as the selected vendor and the selected vendor must be responsible to ensure subcontractor compliance with those conditions. The Department reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.2.11.1. Bidder Information and Declarations:
Exceptions to Terms and Conditions, Appendix A

7.2.2.11.2. CLAS Requirements, Appendix F

7.2.2.11.3. Contract Monitoring Provisions, Appendix I

7.2.3. Cost Proposal Contents – Detail



7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work.

7.2.3.2. **Statement of Bidder's Financial Condition**

7.2.3.2.1. The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

7.2.3.2.2. **Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition.** Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

7.2.3.2.3. Complete financial statements must include the following:

7.2.3.2.3.1. Opinion of Certified Public Accountant

7.2.3.2.3.2. Balance Sheet

7.2.3.2.3.3. Income Statement

7.2.3.2.3.4. Statement of Cash Flow

7.2.3.2.3.5. Statement of Stockholder's Equity of Fund Balance

7.2.3.2.3.6. Complete Financial Notes

7.2.3.2.3.7. Consolidating and Supplemental Financial Schedules

7.2.3.2.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do



not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

7.2.3.2.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

7.2.3.2.5.1. Uncertified financial statements; and

7.2.3.2.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.3.3.1. Budget, Appendix C and budget narrative

7.2.3.3.2. Vendor Services Cost Bid Sheet, Appendix D

7.2.3.3.3. Program Staff List Form, Appendix E

7.2.3.3.4. Audited Financial Statements as detailed in Section 7.2.3.2, above.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms & Conditions and Liquidated Damages.

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder shall agree to contractual requirements as set forth in the Appendix B Sample Contract.

8.1.2. Liquidated Damages

8.1.2.1. The State intends to negotiate with the awarded vendor to



include penalties in the Contract in the event any deliverables are not met.

- 8.1.2.2. The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that penalties shall be determined as part of the contract specifications.
- 8.1.2.3. Assessment of penalties shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Exceptions to Terms and Conditions**
- 9.2. Appendix B – Contract Minimum Requirements**
- 9.3. Appendix C – Budget**
- 9.4. Appendix D –Cost Bid Sheet (Provided upon receiving a Letter of Intent, in accordance with Section 4 and Section 6)**
- 9.5. Appendix E – Program Staff List Form**
- 9.6. Appendix F – CLAS Requirements**
- 9.7. Appendix G – State Youth Treatment – Planning (SYT-P) Strategic Plan**
- 9.8. Appendix H - Data Use and Confidentiality Agreement**
- 9.9. Appendix I – Contract Monitoring Provisions**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>)			
By: _____		On: _____	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS **US DEPARTMENT OF EDUCATION - CONTRACTORS** **US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date _____

Appendix B
New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.



6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards



developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use



computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the



duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data



shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.



5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of



response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by



DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two



(2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DO NOT RETURN

SAMPLE CONTRACT

REFERENCE FOR APPENDIX A ONLY

New Hampshire Department of Health and Human Services

Exhibit K



DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Appendix C - Budget Form

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

	Total Program Cost			Private Insurance/Other Revenue			Medicaid Revenue
				Other Revenue (i.e. Loans, other Grants, etc.)			
Line Item	Direct Incremental	Indirect Fixed	Total	Private Insurance		Total	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Facilities (Total From Appendix D)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

Appendix E

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.						
*Please list which site(s) each staff member works at, if your agency has multiple sites.						

APPENDIX F

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX F

Examples of practices that may violate Title VI include:

- ☐ Limiting participation in a program or activity due to a person's limited English proficiency;
- ☐ Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- ☐ Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- ☐ Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This appendix was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website:

<http://www.dhhs.nh.gov/business/index.htm>

APPENDIX F

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- ☐ The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- ☐ Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- ☐ Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- ☐ Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- ☐ An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- ☐ It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- ☐ The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- ☐ Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- ☐ The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- ☐ The key is to have a plan in place.

APPENDIX F

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
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- | |
|---|
| <ul style="list-style-type: none"><input type="checkbox"/> The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.<input type="checkbox"/> When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time. |
|---|

Factor #4 The resources available to the organization to provide effective language assistance.
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- | |
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| <ul style="list-style-type: none"><input type="checkbox"/> A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.<input type="checkbox"/> Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;<input type="checkbox"/> Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations. |
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APPENDIX F

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

APPENDIX F

4. PROVISION OF LANGUAGE ASSISTANCE			
<p>Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)</p> <p>In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)</p>	Yes	No	
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
<p>a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)</p>	Yes	No	
<p>b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?</p>	Yes	No	
<p>c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?</p>	Yes	No	
<p>d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.)</p>	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
<p>Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?</p>	Yes	No	
<p>If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____</p>	Yes	No	

APPENDIX F

By signing and submitting this attachment to RFP#_____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

State Youth Treatment - Planning (SYT-P) Strategic Plan

Interagency Council SYT-P Subcommittee Members	Agency (if applicable) Focus Area Represented	Involved in Strategic Plan Development?		Comments
		Yes	No	
Vacant	NH DHHS, Children's Behavioral Health, SYT-P Coordinator	X		
Vacant	CBHC Director	X		
Erica Ungarelli	NH DHHS, Children's Behavioral Health, Project Director, Financing Subcommittee Chair	X		
Katja Fox	NH DHHS, Division of Behavioral Health, Authorized Representative			
Paul Kiernan	NH DHHS, Bureau for Drug and Alcohol Services	X		
JoAnne Malloy	Workforce Development Chair	X		
Adele Gallant	NH DHHS, Children's Behavioral Health	X		
Nilufer Isvan	Evaluation Project Director, Human Services Research Institute	X		
Amy Parece-Grogan	DHHS, Office of Health Equity Behavioral Health Cultural and Linguistic Competence (CLC) Coordinator	X		
<p>RFA-Required Activities: The Council must include a Substance Abuse Financing Subcommittee, whose membership includes the State Treatment Coordinator/Youth Coordinator, State Medicaid Agency and other major SUD funders, to collaborate with major payers of substance abuse assessment, treatment and recovery support services to create new and/or modify existing state-wide financing policies.</p> <ul style="list-style-type: none"> ▶ The SYT-P Subcommittee will be involved in the development of the required strategic plan. ▶ The SYT-P Subcommittee must work with the Substance Abuse Financing Subcommittee in developing the financing section of the strategic plan by convening major payers of substance abuse treatment services (e.g., State Medicaid Agency, private insurers). 				

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development

Request for Application-Required Activity: State Adolescent Treatment/Youth Coordinator

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 1: Sustain Coordinator position in order to manage implementation of strategic plan and provide expertise within state government on Adolescent SUD/COD issues.							
Objective 1.1: Utilize SYT-I funding to sustain coordinator position.	1.1.1: Apply for SYT-I grant.	a) Was the application submitted with the coordinator position included in the budget (y/n)? b) What were the factors that facilitated/impeded application? Data Source: Background documents supplemented by stakeholder interviews	SYT-P Coordinator and Project Director	Achieve funding for implementation phase	Improve access to and integration of services for youth with SUD/COD to improve prevention, treatment and recovery outcomes	12/20/2016	10/2/2017
	1.1.2: Include coordinator position in proposed budget for SYT-I grant funds.		SYT-P Coordinator and Project Director	Achieve funding for the SYT coordinator position	Establish interagency relationships & mechanisms for coordination & integration of services	12/20/2016	10/2/2017

CLAS Standard(s) of focus: 2	2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.	<p>Actions Recommended:</p> <ul style="list-style-type: none"> • Coordinator is trained on CLAS Standards • Coordinator participates in the Behavioral Health Equity Work Group • Require current best practices for data collection when partnering with orgs • Ensure proposals include funding for communication access
<p>RFA-Required Activities: Develop a full-time (1.0 FTE) State Adolescent Treatment/Youth Coordinator dedicated to managing the State Youth Treatment-Planning (SYT-P) initiative.</p> <p>► Note: If the State/territory/tribe has an existing State Adolescent Treatment/Youth Coordinator, SYT-P funds must not be used to support this staff, but may be used to support up to 1.0 FTE that complements/supports the Coordinator (see RFA pages 8 for additional details about qualifications and more). Also the Authorized Representative must participate in all national grantee meetings and monthly conference calls with SAMHSA staff and contractors.</p>		

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development Request for Application-Required Activity: Interagency Council

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 2: Sustain IC in order to oversee implementation of strategic plan.							
Objective 2.1: Explore options to utilize appropriate BDAS and/or MH Block Grant funding to sustain IC.	2.1.1: Identify process to apply for Block Grant Funds.	a) Was a provision for BDAS and/or Block Grant funding for the IC achieved? b) What were the factors that facilitated/impeded BDAS and/or block grant funding for the IC? Data Source: Background documents supplemented by stakeholder interviews	SYT-P Coordinator	Submit application for Block Grant funds to sustain IC activities	Leverage available funding to be focused specifically on improving access to and integration of services for youth with SUD/COD		
Objective 2.2: Utilize SYT-I funding and/or other competitive grant funding to sustain IC.	2.2.1: Apply for SYT-I grant.	a) Were the SYT-I or, if necessary, other grants applied for to fund the IC? b) What were the factors that facilitated or impeded grant funding for the IC? Data Source: Background documents supplemented by stakeholder interviews	SYT-P Coordinator and Program Director	Application submitted	SYT-I awarded	12/20/2016	SYT-I application submitted 12/20/2016.
	2.2.2: Research and apply for other competitive grants if necessary.		SYT-P Coordinator and Program Director	Submit application for other grants	Achieve additional funding to improve access & integration of services for youth		
Objective 2.3: Provide	2.3.1: Reach out to youth/family	a) Were outreach efforts and incentives	SYT-P Coordinator	Achieve youth and	Sustain youth and family		

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incentives to encourage participation of youth and family with lived experience on the IC.	groups to participate on the IC.	successful in gaining youth and family participation in the IC? b) What were the factors that facilitated/imposed youth and family participation?		family participation in the IC	involvement in the IC for continuous improvement of prevention, treatment and recovery services		
	2.3.2: Budget implementation funds dedicated to youth/family participation.	Data Source: Background documents supplemented by stakeholder interviews and IAC survey	SYT-P Coordinator and Program Director	Budget submitted to SAMHSA	SYT-I awarded with approved budget	12/20/2016	10/2/2017
CLAS Standard of Focus: 9	9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organizations' planning and operations.	Actions Recommended: <ul style="list-style-type: none">• IC receives training on CLAS Standards• Require current best practices for data collection when partnering with orgs• Ensure proposals include funding for communication access					
RFA-Required Activities: Link and coordinate with other systems serving adolescents and/or TAY through the work of a new or existing Interagency Council that must include, but is not limited to, State Medicaid Agency, State Health Department, education, criminal/juvenile justice, mental health, and child welfare. Adolescents and/or transitional aged youth and family members must be key members of the Council. The following activities will be expected: (1) quarterly meetings; (2) collaboration on the development of a strategic plan; (3) development of financial maps; (4) creation of a state-wide workforce development plan; (5) design of a plan for infrastructure reform and policy development; (6) and inclusion of adolescent and/or TAY and families at the policy level.							
<p>▶ The Council must include a Substance Abuse Financing Subcommittee, whose membership includes the State Treatment Coordinator/Youth Coordinator, State Medicaid Agency and other major SUD funders, to collaborate with major payers of substance abuse assessment, treatment and recovery support services to create new and/or modify existing state-wide financing policies.</p> <p>▶ The Council must also include an SYT-P Subcommittee, which will be involved in the development of the required strategic plan.</p>							

- The SYT-P Subcommittee must work with the Substance Abuse Financing Subcommittee in developing the financing section of the strategic plan by convening major payers of substance abuse treatment services (e.g., State Medicaid Agency, private insurers).

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development Request for Application-Required Activity: Financial Map

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 3: Provide sustainability for SUD/COD services.							
Objective 3.1: Develop financial map with required tables	3.1.1: Convene financial subcommittee to collect data from programs listed in RFA-Required Activities	Were efforts to develop a financial map with tables as required by the RFA successful?	SYT-P Program Director	Collect finance data	Complete Financial Map	No later than 12/30/16	12/30/16
	3.1.2: Financial subcommittee to draft narrative to accompany financial map as outlined in RFA-required activities	Data Source: Background documents supplemented by stakeholder interviews	SYT-P Program Director	Use finance data to draft narrative	Complete Financial Map Narrative	No later than 12/30/16	12/30/16
Objective 3.2: Obtain Advocate for permanent Medicaid Expansion	3.2.1: Collaborate and contribute to advocacy campaign efforts to ensure low-income individuals have access to	a) Were efforts to collaborate and contribute to advocacy campaigns made successfully? b) What were the factors that facilitated/impeded	New Futures/ Abby Shockley	Contribute to advocacy campaigns	Improve access for low-income population to SUD treatment through Medicaid		

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	affordable SUD treatment through Expanded Medicaid	collaboration and contribution to advocacy campaigns? Data Source: Stakeholder interviews supplemented by background documents					
Objective 3.3: Fully fund the state's Alcohol Fund.	3.3.1: Develop partnership with statewide drug and alcohol advocacy organization	a) Were efforts to achieve full funding of the Alcohol Fund successful? b) What were the factors that facilitated/imposed success in achieving full funding of the Alcohol Fund?	New Futures/SYT-P Coordinator	Develop MOU between IC and statewide drug & alcohol advocacy organization	Increase funding for prevention, treatment, and recovery services using alcohol fund dollars		
	3.3.2: Collaborate and contribute to advocacy campaign efforts to ensure the state's alcohol fund is fully funded and that critical services are funded through this fund.	Data Source: Stakeholder interviews supplemented by background documents		Involve IC in advocacy efforts with New Futures to secure funding for services through the state's alcohol fund	Increase funding for prevention, treatment, and recovery services using alcohol fund dollars		
Objective 3.4: Address reimbursement parity of mental health/SUD with physical health services.	3.4.1: Collaborate with local mental health/SUD policy advocacy organization to advocate for policy or	a) Were efforts to achieve reimbursement parity successful? b) What were the factors that facilitated/imposed success in achieving reimbursement	SYT-P Coordinator/Abby Shockley	Participate in advocacy efforts for reimbursement parity	Parity in reimbursement for MH/SUD services		

	regulatory change.	parity? Data Source: Stakeholder interviews supplemented by background documents					
CLAS Standard(s) of focus: 13	13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.	Actions Recommended: <ul style="list-style-type: none">Intentionally outreach to racially/ethnically diverse and LGBTQ populations for input into financial mapDisparities Impact Statement recommends intentional outreach to Latino youth and LGBT youth					
RFA-Required Activities: Develop a cross-agency state-wide financial map (to be updated at the end of the grant) to identify, link and coordinate financing sources, which include but are not limited to Medicaid and Children’s Health Insurance Program (CHIP), SAPT Block grant, private insurance (where possible), criminal/juvenile justice, child welfare, education, labor, housing, and other relevant funding streams. The financial map will identify the full range of a comprehensive continuum of services and supports for the population(s) of focus and the federal and state expenditures for these services within a baseline fiscal year.							
<ul style="list-style-type: none">At a minimum, the financial map must consist of tables, which: 1) identify screening, assessment, treatment services and recovery supports needed for a comprehensive continuum of services for the population of focus; 2) identify the federal and state funding sources supporting the provision of these services in a specific fiscal year; 3) identify the federal, state and aggregate amounts spent from each funding source by service in a specific fiscal year; and 4) identify the number of unique users served through the expenditures in a specific fiscal year where possible. The tables must be accompanied by explanatory narrative.Grantees must use the financial map in developing the financing section of their strategic plans and tracking the shifts in relevant funding resourcesThe financial map must be accompanied by a narrative, which uses the findings to: describe the existing state financial structures supporting access to treatment services for the population of focus, report on the strengths and challenges of the existing system, and propose a set of recommendations for financing changes and payment reforms, which would increase access and improve service quality.							

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development Request for Application-Required Activity: Workforce Map

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 4:							
Objective 4.1: Continue to determine the needs for youth treatment and recovery from the perspective of youth and families from underrepresented populations including homeless youth, LGBTQ youth, and ethnically diverse populations	4.1.1: Conduct 1-2 family focus groups	a) Were focus groups conducted with families and youth to gather information about their needs for treatment and recovery? (y/n)	CHI and IOD, Susan McKeown, NAMI	Gather information on treatment and recovery needs from families	Revise workforce competencies and training to reflect treatment and recovery needs from families	July 15, 2017, August 15, 2017	
	4.1.2: Conduct 1-2 youth focus groups	b) Was information gathered from the focus groups analyzed to determine youth and family needs to inform the workforce training plan? (y/n)	YouthMOVE NH	Gather information on treatment and recovery needs from Youth	Revise workforce competencies and training to reflect treatment and recovery needs from youth	July 15, 2017, August 15, 2017	
	4.1.3: Analyze results focused on needs and practices	Data Source: Background documents supplemented by stakeholder interviews	YouthMOVE NH/IOD	Identify needs and gaps - preferred practices	Identify practices & competencies	September 1, 2017	

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Objective 4.2: Create and continually update a workforce map of treatment and recovery providers of services for youth with SUD/COD	4.2.1: Identify criteria for providers qualified to provide SUD/COD treatment and recovery to youth/young adults	a) Was a workforce map (inventory) of providers of services for youth and youth adults with SUD/COD in NH developed? (y/n) b) Were criteria (e.g. licensing, credentialing) identified for minimum qualifications to provide SUD/COD services to youth and young adults? (y/n)	CHI	Identify a set of criteria for providers of SUD/COD treatment and recovery services to youth and young adults	Create a list of targeted providers for training	June 15, 2017 Identify that they serve 12-25	
	4.2.2: Whittle down list of current workforce to those who work with youth, young adults	c) Were the criteria used to further refine the workforce map? (y/n) Data Source: Background documents supplemented by stakeholder interviews	CHI, IOD	Create a working list for surveys and training contacts and gaps	Create a list of targeted providers for training	July 31, 2017 ????	
Objective 4.3: Create a system to assess treatment and recovery services, accessibility, and gaps	4.3.1 Survey providers	a) Was a provider survey implemented to gather information on services, accessibility, and gaps in youth services from providers throughout the state? (y/n)	CHI/IOD/NH TIAD	Gather information on services, accessibility, and gaps in youth services from providers	Recommend and revise workforce competencies and training	July 15, 2017 ????	
	4.3.2 Conduct 1-2 focus groups with providers	b) Was a focus group conducted with providers to gain further insight on services, accessibility, and gaps from their perspective? (y/n)	CHI/IOD/NH TIAD			July 15, 2017 DONE	
	4.3.3 Analyze results	c) Were the results of the provider survey and focus group(s)	CHI/IOD	Identify needs and gaps		September 1, 2017	

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		analyzed to identify key themes in services, accessibility, and gaps? (y/n) Data Source: Background documents supplemented by stakeholder interviews					
Objective 4.4: Implement best practices in SUD/COD treatment and recovery for adolescents and young adults as identified in the workforce plan	4.4.1: Conduct literature review and analysis to identify best practices	a) Was a literature review conducted to identify best practices in SUD/COD treatment and recovery for youth/young adults? (y/n)	IOD	Implement identified best practices in treatment and recovery continuum	Implement recommended EBPs and best practices for competencies and training	August 15, 2017	
	4.4.2: Compare lit review with survey and focus group results	b) Were the results of the review compared with provider survey and focus group results to inform the workforce training plan? (y/n) Data Source: Background documents supplemented by stakeholder interviews	IOD/Management Team				
Objective 4.5: Finalize the workforce core competencies in SUD/COD treatment and recovery for adolescents and young adults and use as the basis for new training programs	4.5.1: Conduct literature review and analysis core competencies	a) Was a literature review conducted to identify core competencies for workforce providing treatment and recovery services for youth and young adults with SUD/COD? (y/n)	IOD	Identify core competencies derived from literature review, surveys, and focus groups	Recommend core competencies to be used as the basis for new training programs	September 15, 2017 – Discuss August 1, 2017- another provider group??	
	4.5.2: Compare lit review with survey and focus group results	b) Were the results of the review compared with provider survey and focus group results to inform the	IOD/Management Team				

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		workforce training plan? (y/n) Data Source: Background documents supplemented by stakeholder interviews					
Objective 4.6: Identify and implement SYT peer-to-peer support model for NH adolescents with SUD/COD	4.6.1: Research well-developed peer-to-peer support models	a) Was an environmental scan conducted to identify well-developed peer-to-peer support models? (y/n)	YouthMOVE NH/IOD	Identify well-developed replicable practices	Recommend peer-to-peer support model to replicate in NH	August 31, 2017	
	4.6.2: Identify training and plan for building peer-to-peer support capacity in NH	b) Was a plan developed to train peers and increase peer-to-peer support capacity? (y/n) Data Source: Background documents supplemented by stakeholder interviews	YouthMOVE NH/IOD				
Objective 4.7: Integrate treatment and recovery for adolescents with SUD/COD into NH's System of Care	4.7.1: Identify (research) competencies and training needed for Wraparound facilitation for adolescents with SUD/COD	a) Was an environmental scan conducted to identify key features of an integrated model for adolescents with SUD/COD? (y/n) b) Based on the results of the scan, were recommendations developed for how to enhance integration of services for youth with SUD/COD in alignment with NH's System of Care? (y/n)	IOD/Youth MOVE NH/Key informants	Articulate key features and gold standard for a Wraparound model for youth with SUD/COD	Develop guidelines and recommendations for providers working with family and youth and peer to peer support	August 15, 2017	
	4.7.2: Produce recommendations for creating a continuum of services aligned	Data Source: Background documents supplemented by stakeholder interviews	IOD	Prepare written competencies and recommend	Recommend integrating SUD/COD services into NH's system	September 1, 2017	

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	with SOC			ations	of care		
4.8: Develop and implement the 3-5 year workforce development plan for treatment and recovery for adolescents with SUD/COD	4.8.1 Pull together all elements of the plan activities and products	a) Was a plan created to train the workforce to better meet the needs of youth with SUD/COD? b) Is the plan realistic within 3-5 years, actionable, and reflective of the input gathered from providers, youth, and their families? c) Is the plan comprehensive and clearly written so that it can be used by policy-makers and stakeholders as a springboard for action? Data Source: Background documents supplemented by stakeholder interviews	IOD	Identify goals and objectives for SUD/COD workforce development			
	4.8.2 Write the plan		IOD	Develop comprehensive plan endorsed by key stakeholders (Providers, families, youth, policymakers)	Develop comprehensive plan that is adopted by NH DHHS	September 30, 2017	
CLAS Standard(s) of focus:							
RFA-Required Activities: Develop a three-year state-wide workforce training implementation plan (to be updated at the completion of the grant) to provide content and skills related to SUD treatment (e.g., child development, trauma focused treatment, neuroscience) to the workforce serving the population of focus. The plan must also include training staff in other agencies serving this population. The plan must address <u>at least</u> two of the following activities:							
<ul style="list-style-type: none">▶ Preparing faculty in appropriate college and education settings to deliver curricula that focus on adolescent and/or transitional aged youth-specific SUD evidence-based practices.▶ Developing and making accessible continuing education events throughout the state, to enhance the knowledge and skills of program directors, supervisors, direct treatment staff, and allied health professionals.▶ Developing or improving state standards for licensure/certification/accreditation of programs that provide SUD and/or co-occurring substance use and mental disorders services for the population of focus.▶ Developing or improving state standards for licensure/certification/credentialing of counselors.							

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development

Applicants must select three infrastructure activity options

Request for Application-Required Activity:

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 5a: Expand Youth M.O.V.E to partner with recovery support services for youth with SUD/COD.							
Objective 5a.1: Expand outreach to include youth with SUD/COD.	5a.1.1: Connect with existing resources; such as public health prevention entities, churches, and other public, private or civic organizations.	a) To what extent have available resources for youth with SUD/COD throughout the state been identified? b) With how many public health prevention entities, churches, other and youth-serving public, private or civic organizations has the IAC made connections?		Amend CME contract to incorporate youth and Youth M.O.V.E.	Establish workings relationships with other entities to reach youth with SUD/COD.		
	5a.1.2: Identify available resources for youth with SUD/COD and refer accordingly.	c) How active are Youth M.O.V.E. representative(s) in the strategic planning process? d) What were the factors that facilitated or impeded efforts to		Identify resources for youth with SUD/COD.	Refer youth with SUD/COD to appropriate resources.		

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		<p>identify and connect with available resources for youth with SUD/COD?</p> <p>Data Source: Stakeholder interviews supplemented by background documents, IAC survey</p>					
<p>Objective 5a.2: Develop or obtain a training curriculum to train peer support specialists on topic of youth with SUD/COD.</p>	5a.2.1:	<p>Do the tasks of the Workforce Development Planning contract include planning a curriculum to train peer support specialists on the topic of youth with SUD/COD? (y/n)</p> <p>Data Source: Stakeholder interviews supplemented by background documents</p>	Youth M.O.V.E.	Include as a deliverable in SYT-I workforce contract.	Enhance skill set of peer support specialists to include SUD/COD.		
<p>Objective 5a.3: Identify and train members who are appropriate to provide recovery support for youth with SUD/COD.</p>	5a.3.1:	<p>Do the terms of the Workforce Development Planning contract include planning trainings to providers of recovery support for youth with SUD/COD? (y/n)</p> <p>Data Source: Stakeholder interviews supplemented by background documents</p>		Include as a deliverable in SYT-I workforce contract.	Enhance skill set of recovery support providers to include SUD/COD.		
<p>Objective 5a.4: Develop a practice profile for peer recovery supports.</p>	5a.4.1: Use lessons learned from the practice profile process to engage youth and YMNH in	<p>Do the terms of the Workforce Development Planning contract include developing a practice profile for peer recovery supports? (y/n)</p>		Include as a deliverable in SYT-I workforce contract.	Provide enhanced support for youth with SUD/COD.		

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	modifying existing youth peer support model and curriculum to better support youth with SUD challenges.	Data Source: Stakeholder interviews supplemented by background documents					
Objective 5a.5: Explore developing a chapter for Young People in Recovery (YPR) in NH.	5a.5.1 Research Core Mission and Vision	To what extent has the IAC made efforts toward developing a chapter for Young People in Recovery (YPR) in NH? Data Source: Stakeholder interviews supplemented by background documents		Review YPR mission and vision.	Develop a NH chapter of YPR.		
Goals/Objectives							
Goal 5b: Expand current SUD Family organizations and support groups utilizing System of Care work.	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Objective 5b.1: Present general educational events on SUD to identify families in need of support.	5b.1.1: Identify and select a curriculum that educates the general population on the impact of SUD on the family and community in a one-meeting format.	Does the State's SYT-I proposal include educating the general population on the impact of SUD on the family and community in a one-meeting format? (y/n) Data Source: Stakeholder interviews supplemented by background documents		Research education curriculums on impact of SUD on families and communities.	Increase knowledge of general population.		

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	5b.1.2: Identify regional partners with whom to co-present.			Create a list of targeted regional partners.			
Objective 5b.2: Present multi-session program for families impacted by SUD to educate on clinical topics, resources, etc.	5b.2.1: Identify and select a curriculum that educates families impacted by SUD	Does the State's SYT-I proposal include evidence-based multi-session trainings on clinical topics, resources, and other relevant topics for families impacted by SUD? (y/n)		Research education curriculums for families impacted by SUD.	Increase knowledge of families impacted by SUD.		
	5b.2.2: From initial cohort, identify family leaders to be trained as trainers.	Data Source: Stakeholder interviews supplemented by background documents		Create a list of targeted family leaders for training.	Enhance skill set of family leaders.		
Objective 5b.3: Develop further family to family support groups under FASTR model.	5b.3.1: Expand pool of trained family support group facilitators and provide facilitator training.	Does the State's SYT-I proposal include implementing family to family support groups under FASTR model? (y/n)		Create a list of family support groups for training.	Enhance skill set of family support group facilitators and improve their statewide reach.		
	5b.3.2: Expand support groups' geographical reach and explore adding an online support group option.	Data Source: Stakeholder interviews supplemented by background documents					
Objective 5b.4: Develop a practice profile for one-to-one family peer support for SUD population;	5b.4.1: Convene family stakeholders and key partners to look at the SOC	Do the terms of the Workforce Development Planning contract include developing a practice profile for one-to-one		Include as a deliverable in SYT-I workforce contract.	Provide enhanced support for families of youth with		

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utilizing SOC practice profile as a foundation	practice models developed to date in NH (FPS, YPS, Wraparound) and tailor to this population.	family peer support for the SUD population? (y/n) Data Source: Stakeholder interviews supplemented by background documents			SUD/COD.		
	5b.4.2: From practice profile, develop competencies, manual, fidelity checks, and training curriculum.						
Objective 5b.5: Develop a training curriculum for one-to-one family peer support for SUD population; utilizing SOC and other curriculum as appropriate.	5.5.1: Utilize practice profile work products to develop new curriculum and/or modify NH's existing peer support curricula to better target support for this population.	Do the terms of the Workforce Development Implementation contract include developing competencies, manual, fidelity checks, and training curriculum to enhance one-to-one family peer supports for the SUD population? (y/n) Data Source: Stakeholder interviews supplemented by background documents		Include as a deliverable in SYT-I workforce contract..	Enhance skill set of family peer support providers to include SUD and SOC.		
Objective 5b.6: Develop and post a Request for Proposals to contract with a family-controlled organization to provide one-to-one family peer support services.		Has a Request for Proposals been developed and posted to contract with a family-controlled organization to provide one-to-one family peer support services? (y/n) Data Source: Stakeholder interviews supplemented		Submit RFP for a family-controlled organization to provide family services.	Enhance family peer support services.		

		by background documents					
CLAS Standard(s) of focus: 13	13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.	Actions Recommended: <ul style="list-style-type: none">Intentionally outreach to racially/ethnically diverse and LGBTQ populations for input into financial mapDisparities Impact Statement recommends intentional outreach to Latino youth and LGBT youth					
RFA-Required Activities: Create a 3-year plan for the development/expansion of a Family and Youth state-wide Structure(s) to promote family and youth involvement in substance use treatment and recovery services for the population of focus through the following activities: <ul style="list-style-type: none">▶ Education of the public about the available treatment and recovery support services available to the population of focus.▶ Development of family and youth peer supports.▶ Participation by one family member and one youth on the Interagency Council. If the Family and Youth Structure(s) is developed at the time of application, then applicants should include documentation of the Structure’s existence and a detailed 3-year work plan of what the Structure will accomplish during the grant period in Attachment 7 of the application. If there is more than one existing Structure, applicants may either create a coordinating body or select at least one of those Structures.							

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development

Applicants must select three infrastructure activity options

Request for Application-Required Activity:

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 6: Build a formal relationship with the CMHI grantee							
Objective 6.1: Create a M.O.U between DOE-OSW and DHHS.	6.1.1	Has a memorandum of understanding been created between DHHS and the Department of Education (Office of Student Wellness) to coordinate activities funded under SYT-P and CMHI? (y/n) Data Source: Stakeholder interviews supplemented by background documents		Attain a signed M.O.U. between DHHS and DOE-OSW.	Establish a working relationship with DOE-OSW, the current statewide CMHI SOC grantee.		12/15/2016
Objective 6.2: Ensure SYT-P work aligns with SOC values and principles.	6.2.1: Review of internal policies	Has the IAC reviewed internal policies and external contract language to ensure compatibility? Data Source: Stakeholder interviews supplemented by background documents	SYT-P Coordinator	Review SYT-P and SOC policies, contracts, and committee memberships.	Ensure values of SYT-P and SOC are compatible with each other.		
	6.2.2: Review of external contract language		SYT-P Coordinator				
	6.2.3 Ensure families and youth with SUD/COD are represented in		SYT-P Coordinator and Interagency Council				

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	planning and policy work of SYT-P and/or OSW-SMT.						
Objective 6.3: Enhance skill sets of wraparound coordinators by modifying youth/family curricula to include youth with SUD/COD.	6.3.1: Partner with CBHC Workforce Development Network workgroup.	a) Has the IAC partnered with CBHC Workforce Development Network workgroup?	Workforce Contractor		Collaborate with a representative workgroup from the CBHC Workforce Development Network.		
	6.3.2: Ensure SUD/COD professionals are represented on the CBHC Workforce Development Network workgroup.	b) To what extent are SUD/COD professionals are represented on the CBHC Workforce Development Network workgroup?	Workforce Contractor	Include in workforce contract.			
	6.3.3: Enhance CBHC Workforce Development Network workgroup work plan to include SOC overview/foundational training and related CBHC modules for SUD professional community.	c) Do the terms of the Workforce Development Implementation contract include coordinating its activities with the CBHC Workforce Development Network workgroup? (y/n)	Workforce Contractor/ CBHC Workforce work groups	Include as a deliverable in SYT-I workforce contract.	Enhance skill set of SUD professionals to include SOC.		
	6.3.4: Provide trainings on SUD/COD to Wraparound Coordinators.	d) Does the state's SYT-I proposal include training wraparound coordinators on SUD/COD? (y/n) Data Source: Stakeholder interviews supplemented by background	Workforce Contractor/CBHC Workforce work groups	Include as a deliverable in SYT-I workforce contract.	Enhance skill set of wraparound coordinators to include SUD/COD.		

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		documents					
Objective 6.4: Identify providers to train.	6.4.1:	Do the terms of the Workforce Development Implementation contract include identification of providers to train? (y/n) Data Source: Stakeholder interviews supplemented by background documents	Workforce Contractor/ CBHC Workforce work groups	Include as a deliverable in SYT-I workforce contract.	Create a list of targeted providers for training.		
CLAS Standard(s) of focus: 4	4. Educate and train governance, leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.	Actions Recommended: <ul style="list-style-type: none">• Wraparound Coordinators receive Diversity & Cultural Competency training• Leadership within partnering organizations/agencies/departments receive training in CLAS standards• REaL and SOGI data training provided to leadership of partnering orgs					
RFA-Required Activities: If there is a current state-level SAMHSA-funded Comprehensive Community Mental Health Services for Children and their Families Program (CMHI) grantee the applicant should establish a formal collaborative relationship and should submit the agreement in Attachment 8 . This will allow for the leverage of federal resources and promote comprehensive, integrated services for adolescents and/or transitional aged youth with SUD and co-occurring substance use and mental disorders. Refer to Appendix IV for a list of currently funded CMHI grantees. At a minimum, the agreement must identify the parties involved, describe the specific roles and responsibilities of each party, include a summary of the essential terms of the agreement, and be signed and dated by the parties involved.							

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development

Applicants must select three infrastructure activity options

Request for Application-Required Activity:

Goals/Objectives	Tasks	Evaluation Measures (Data Sources)	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 7: Require standard assessment tool(s) utilization by all publicly funded SUD providers.	(Specific tasks focused on implementation and sustainability)	How will achievement be measured?					
Objective 7.1: Identify assessment tool(s) according to SAMHSA recommendations	7.1.1: Follow up with BDAS to determine which assessment tools are being utilized by current providers.	a) Has the NH Bureau of Drug and Alcohol Services (BDAS) provided the IAC with the list of assessment tools currently being utilized by providers? (y/n)	SYT-P Coordinator/BDAS Rep	Review of current tools used	Identify tools to be utilized for implementation	12/20/2016	12/20/2016
	7.1.2: Determine which tools will be utilized with input from providers, government agencies within DHHS, and the IC.	b) Have the assessment tool(s) to be used in training the workforce on youth SUD been identified? (y/n) Data Source: Stakeholder interviews supplemented by background documents	SYT-P Coordinator/BDAS Rep	Letter of interest to contracted providers	Tools used statewide to for assessment		
Objective 7.2: Identify cohort to implement training	7.2.1: The IC will work with BDAS to determine initial cohort to be trained.	See Objective 6.4	SYT-P Coordinator/BDAS Rep	Vetting process	Increased workforce capacity		
	7.2.2: Will cross-reference identified cohort						

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	with Objective 6.4 cohort.						
Objective 7.3: Engage with providers to provide training in use of tool	7.3.1: Release RFP for a contractor to provide training in chosen assessment tool(s).	a) Has an RFP been released for a contractor to provide training in chosen assessment tool(s)? (y/n)		Connect to Workforce Contractor	Increased workforce capacity		
	7.3.2: Ensure contractor includes CEUs with trainings.	b) Do the terms of the Workforce Development Planning contract include a requirement to include Continuing Education Units (CEU) as part of the trainings? (y/n)		CEUs provided for trainings	Increased workforce capacity		
	7.3.3: Provide at least one training per year per cohort identified.	c) Does the state's SYT-I proposal include providing at least one training per year per cohort identified? (y/n) Data Source: Stakeholder interviews supplemented by background documents		Provider participation in annual trainings	Increased workforce capacity to serve youth with SUD/COD		
CLAS Standard(s) of focus: 9	9. Establish culturally and linguistically appropriate goals, policies, and management accountability and infuse them	Actions Recommended: The ASI is the most commonly used addiction assessment tool by state agencies and treatment providers. It is simple to use and cost effective. It has been translated into 18 languages, including Japanese, French, Spanish, German, and Dutch. Different versions, such as the Teen-Addiction Severity Index (T-ADI) and the Addiction Severity Index North Dakota State adaptation for use with Native-Americans (ASI_ND/NAV), have also been developed. Both are modified versions of the original ASI, and take into account age appropriateness and cultural sensitivities.					

	throughout the organizations' planning and operations.	
RFA-Required Activities: Create a plan to develop new and/or modify two state policies and procedures, which impact the population of focus. Medicaid rule to incorporate youth approaches for screening. Wraparound manual to include SUD/COD competencies.		

State Youth Treatment – Planning (SYT-P) Strategic Plan

State/Territory/Tribe Infrastructure Development

Applicants must select three infrastructure activity options

Request for Application-Required Activity:

Goals/Objectives	Tasks (Specific tasks focused on implementation and sustainability)	Evaluation Measures (Data Sources) How will achievement be measured?	Responsible Leads	Short-Term Outcomes	Long-Term Outcomes	Target Date	Accomplished Date
Goal 8: Partner with BDAS, Center for Excellence, and Partnership for DrugFree NH to expand anti-stigma campaign.							
Objective 8.1: Conduct focus groups throughout state to identify platforms that target youth and young adults.	8.1.1: Through focus groups identify age-appropriate campaigns and platforms for 12-17, and then 18-25.	a) Were focus groups help to identify platforms appropriate for anti-stigma campaigns targeting youth and young adults? (y/n)	Youth M.O.V.E. Contract (CME)	Implement campaigns targeting youth	Reduced stigma of mental health and SUD among youth		
	8.1.2: Ensure LGBTQ and Hispanic/Latino representation in focus group data	Data Source: Background documents supplemented by stakeholder interviews		LGBTQ and Hispanic/Latino input to inclusive and culturally appropriate	Reduced stigma of mental health and SUD among youth		

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				campaigns			
Objective 8.2: SYT-P Interagency Council will collaborate with existing entities that are coordinating anti-stigma media campaigns for youth and young adults.	8.2.1: Connect with Center for Excellence and BDAS regarding Anyone, Anytime campaign.	a) To what extent has the IAC collaborated with other entities (e.g. Center for Excellence, Partnership for DrugFree NH, and BDAS) to develop anti-stigma campaigns targeting youth and young adults?	Interagency Council	Collaboration with BDAS and Center for Excellence around anti-stigma campaigns	Reduced stigma of mental health and SUD among youth		
	8.2.2: Connect with Partnership for DrugFree NH regarding anti-stigma campaign.	b) Were data collected from the focus groups used to inform the campaigns? (y/n)	Interagency Council	Collaboration with DrugFree NH around anti-stigma campaigns	Reduced stigma of mental health and SUD among youth		
	8.2.3: Utilize data collected during focus groups to inform anti-stigma campaign(s).	Data Source: Background documents supplemented by stakeholder interviews	Interagency Council	Development of anti-stigma campaigns	Reduced stigma of mental health and SUD among youth		
Objective 8.3: Youth M.O.V.E to roll out newly created anti-stigma campaign utilizing platforms identified.	8.3.1:	a) Has Youth M.O.V.E. been involved in developing and rolling out an anti-stigma campaign based on information collected through focus groups? (y/n) b) What factors facilitated or impeded this effort? Data Source: Background documents	Youth M.O.V.E.	Roll-out of anti-stigma campaign	Reduced stigma of mental health and SUD among youth		

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		supplemented by stakeholder interviews					
CLAS Standard of focus: 8	Provide easy-to- understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.	Actions Recommended: <ul style="list-style-type: none"> • Brochures, pamphlets, and ads should be translated into Spanish (and Arabic if funding allows) and distributed statewide. • The campaigns listed above should be translated and interpreted into Spanish (and Arabic) • Reach out to local tv programming that have community shows in languages other than English 					



By requesting and receiving approval to access the DHHS Data:

- I understand that I will have direct and indirect access to confidential information in the course of performing my work activities.
- I agree to protect the confidential nature of all information to which I have access.
- I understand that there are state and federal laws and regulations that ensure the confidentiality of an individual's information.
- I understand that there are DHHS policies and agency procedures with which I am required to comply related to the protection of individually identifiable information.
- I understand that the information extracted from the site shall not be shared outside the DHHS Scope of Work or related signed Memorandum of Understanding and/or Information Exchange Agreement/Data Sharing Agreement agreed upon.
- I understand that my SFTP or any information security credentials (user name and password) should not be shared with anyone. This applies to credentials used to access the site directly or indirectly through a third party application.
- I will not disclose or make use of the identity, financial or health information of any person or establishment discovered inadvertently. I will report such discoveries *within two (2) hours* to **DHHSInformationSecurityOffice@dhhs.nh.gov** and **DHHSPrivacyOfficer@dhhs.nh.gov** and the DHHS Program Manager contact for this SFTP site.
- I will not imply or state, either in written or oral form, that interpretations based on the data are those of the original data sources or the State of NH unless the data user and DHHS are formally collaborating.
- I will acknowledge, in all reports or presentations based on these data, the original source of the data.
- I understand how I am expected to ensure the protection of individually identifiable information. Should questions arise in the future about how to protect information to which I have access, I will immediately notify my supervisor.
- I have been informed that this signed agreement will be retained on file for future reference.

Signature

Date

Printed Name

Title

Business Name

Appendix I

Contract Monitoring Provisions

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return pages 3 & 4 of Appendix F, as a required attachment.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., UNH, CCSNH).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification & Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.

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- 2.2. The Department shall complete a risk assessment of all Subrecipients to evaluate their risk of noncompliance with federal and state statutes and regulations as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3. Audit findings.
 - 2.3.4. Recent personnel or system changes.
 - 2.3.5. Financial solvency.
 - 2.3.6. Adequacy of internal controls.

3. Contract Monitoring

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2, above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix F,

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Contract Monitoring.

- 4.3. The Department intends to only disqualify a vendor who poses an unmanageable degree of programmatic or financial risk that, in the Department's opinion, could greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
 - 4.4.1. The vendor appears to be financially insolvent based on the Department's analysis of the vendor's audited financial statements.
 - 4.4.2. The identified programmatic risks would, in the Department's opinion, severely inhibit the vendor to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

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Management Questionnaire

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

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	Question	YES	NO	N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
20.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
22.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I hereby declare that the answers provided in the Management Questionnaire of Appendix F, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date